



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

Phone: 888 475 4499 and Meeting ID: 967 2839 3278

February 24, 2022

3:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 4:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

Legal Advice

- a. Legal advice regarding potential City participation in an opioid settlement with Teva Pharmaceutical Industries

Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Attorney
- b. City Manager
- c. Council Self Evaluation

Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

a. Deliberation of economic incentives for a potential project in the Midtown Business Center in the City of College Station, Texas

3. Reconvene from Executive Session and Take Action, if Any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who wishes to address the City Council regarding any item on the agenda other than those items posted for Executive Session must register with the City Secretary two (2) hours prior to the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes. At the three (3) minute mark the City Secretary will announce that the speak must conclude their remarks.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation of a proclamation recognizing Black History Month.

Sponsors: Barbara Moore

Attachments: None

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Items.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- February 7, 2022 Council Retreat
- February 8, 2022 Council Retreat
- February 10, 2022 Council Meeting

Sponsors: Tanya Smith

- Attachments:
1. RT020722 DRAFT Minutes
 2. RT020822 DRAFT Minutes
 3. CCM021022 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding the approval of the second and final renewal option of a contract with D.I.J. Construction Incorporated for annual pavement striping and markings services in an amount not to exceed \$275,000.

Sponsors: Emily Fisher

- Attachments:
1. 20300230R2 D.I.J. Construction Inc. Contract Agreement & Routing Form (All Docs)

- 7.3. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Lossen Bros Co. Inc. for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

- Attachments:
1. 22300220 Lossen Bros Co Inc - COCS Recyclables Franchise Agreement

- 7.4. Presentation, discussion, and possible action on an amendment to the Technology Services Contract with Tyler Technologies, Inc., increasing the contract amount by \$57,600 for access and use of Tyler Technologies' Virtual Court software.

Sponsors: Michael DeHaven

- Attachments:
1. 20300683 Tyler Technologies - Virtual Court Quote Amendment

- 7.5. Presentation, discussion, and possible action on a technology services contract for fire department reporting and analytics software with Intterra, Inc. in an amount not to exceed \$134,156.75.

Sponsors: Sam Rivera

- Attachments:
1. 22300184 Intterra, Inc. - JU

- 7.6. Presentation, discussion, and possible action on purchasing five (5) police motorcycles from The Ranch Harley-Davidson for \$129,724.60 and the trade-in of five (5) existing 2019 police motorcycles to The Ranch Harley-Davidson for \$35,000.

Sponsors: James Arnold

- Attachments:
1. Motorcycles Tabulation 3

- 7.7. Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Endo Pharmaceuticals et al. and authorization for the Mayor to execute the Release on behalf of the City

Sponsors: Carla Robinson

- Attachments:
1. ENDO TX Subdivision Release Form

- 7.8. Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Teva Pharmaceutical Industries and authorization for the Mayor to execute the Release on behalf of the City.

Sponsors: Carla Robinson

- Attachments:
1. TEVA TX Subdivision Release Form

- 7.9. Presentation, discussion, and possible action regarding approval of the City's purchase of Three-Phase Padmount Transformers with estimated expenditures in amounts not to exceed \$1,826,822, awarded to Techline, Inc.

Sponsors: Michael DeHaven

Attachments: 1. 22-043 3PH

8. Regular Items Will Begin No Earlier Than 5:00 PM.

- 8.1. Public Hearing, presentation, discussion, and possible action regarding approving an ordinance vacating and abandoning a 1,625 square foot portion of the variable width 2,763 square foot Public Utility Easement, said portion lying near the southeast property line of 200 Live Oak Street according to the Public Utility Easement recorded in Volume 9527, Page 193, of the Official Records of Brazos County, Texas.

Sponsors: Anthony Armstrong

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

- 8.2. Public Hearing, presentation, discussion, and possible action on a resolution, authorizing the establishment of a Public Utility Easement (PUE), for development purposes of the Hemaville Subdivision Phase 1, on a section of parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane; plus the City Council determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the Public Utility Easement for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Sponsors: Anthony Armstrong

Attachments:

1. Resolution
2. Exhibit A - Map and Easement
3. Exhibit B - Landscape and Irrigation Plans

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

11. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

13. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on February 18, 2022 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

February 24, 2022
Item No. 5.1.
Proclamation for Black History Month

Sponsor: Barbara Moore, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing Black History Month.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: The Black History Month 2022 theme, "Black Health and Wellness," explores "the legacy of not only Black scholars and medical practitioners in Western medicine, but also other ways of knowing (e.g., birthworkers, doulas, midwives, naturopaths, herbalists, etc.) throughout the African Diaspora. The 2022 theme considers activities, rituals and initiatives that Black communities have done to be well."

Budget & Financial Summary: None.

Attachments:

None

February 24, 2022
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- February 7, 2022 Council Retreat
- February 8, 2022 Council Retreat
- February 10, 2022 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. RT020722 DRAFT Minutes
2. RT020822 DRAFT Minutes
3. CCM021022 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
FEBRUARY 7, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy Cit Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary

1. Call to Order and Welcome.

With a quorum present, the Retreat Meeting of the College Station City Council was called to order by Mayor Mooney at 10:30 a.m. on Monday, February 7, 2022 in the CSU Meeting Training Facility, 1603 Graham Road, College Station, Texas 77845.

Items taken out of order.

2. Presentation, discussion, and possible action on the City's financial position. *(Presented 2nd)*

Jeff Kersten, Assistant City Manager, presented a high-level presentation on the City's financial position.

General Fund

- | | |
|------------------|--|
| • \$13.2 million | General Fund available unrestricted reserves |
| • \$4.3 million | <u>Available from Cares reimbursements</u> |
| • \$17.5 million | Total Unrestricted reserves available |

ARPA

- City has been awarded \$29.5 million and received \$14.7 million.
- Final rules have been drafted.
- Must be spent by December 2024.

- \$16.1 million Revenue Replacement (Reimbursement Submitted – not approved yet)
- \$1.7 million Rehiring of staff (Reimbursement not submitted yet)
- \$1.0 million Premium pay for essential workers (Reimbursement not submitted yet)
- \$18.8 million Potential Reimbursements – available for Government Services
- \$10.7 million Other eligible (not submitted yet)
- \$29.5 million Total ARPA Award (\$14.7 million received)
- \$47 million Total potentially available

Fund Balance / Working Capital and 18% Policy Reserve

- General Fund
 - ✓ \$45.3 million FY22 Projected Fund Balance
 - ✓ \$17.6 million 18% Policy Reserve
- Electric Fund
 - ✓ \$30.5 million FY22 Projected Working Capital (FY21 ended \$23.5 million working capital after Uri expenses)
 - ✓ \$17.7 million 18% Policy Reserve
- Water Fund
 - ✓ \$6.4 million FY22 Projected Working Capital
 - ✓ \$3.6 million 18% Policy Reserve
- Wastewater Fund
 - ✓ \$9.3 million FY22 Projected Working Capital
 - ✓ \$3.3 million 18% Policy Reserve

Specific uses of ARPA funds:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency.
- To make necessary investments in water, sewer, or broadband infrastructure.

3. Presentation, discussion, and possible action on reviewing the current strategic plan and future strategic priorities. *(Presented 1st)*

Bryan Woods, City Manager, gave a brief summary of the agenda and proposed discussion. As well as an overview of the challenges of the previous year and spoke on the importance of today's strategic discussion.

Council reviewed the strategic plan for any changes, corrections, or revisions to the verbiage.

- Mission Station – no changes
- Good Governance
 - ✓ Possibly modifying the point on COVID to strike out “In light of the COVID-19 pandemic”: The city will implement strategies to safely and effectively engage with the public when health related restrictions and limitations.

- Financial Sustainability – no changes
- Core Services & Infrastructure
 - ✓ Modify – The city protects life and property in times of emergency to: The city protects life and property in **“all”** times of emergency.
- Neighborhood Integrity – thoughts of reconfiguring the list.
 - Change affordable housing to “workforce housing”**
- Diverse & Growing Economy
 - ✓ 3rd bullet point – change to **“The city will maintain and increase relationship, regional, and public/private economic partners”**
 - ✓ **Add a bullet for hotel occupancy tax**
- Improving Mobility – no changes
 - ✓ The city will provide streets that **“safely”** accommodate vehicles, bicyclists, and pedestrians.
 - ✓ **Replace bicycle with “multimodal”**
- Sustainable City – no changes
 - ✓ Add point **“The city will utilize renewable energy.”**
 - ✓ Relook at reconfiguring under what is efficiently, effectively, feasible....

Bryan Woods, City Manager, presented the FY22 Strategies for the Council to discussion of moving forward with the items or remove.

Good Governance

- Evaluate the existing boards and commissions to supplement city efforts for outreach and guidance.
- Strengthen partnerships with TAMU and the TAMU System and identify ways for further collaboration.
- Enhance volunteer engagement to promote safe and successful activities and events.

Financial Sustainability

- Ensure the proper application of all applicable sales tax revenues as online retail growth continues.
- Respond effectively to the operational and fiscal challenges related to the COVID-19 pandemic.

Core Services & Infrastructure

- Identify potential partnerships to provide “quality of life” amenities.
- Support local transit authority operations.

Neighborhood Integrity

- Support proactive solutions to neighborhood concerns or issues.
- Examine prospective scenario from the adopted 10-Year Comprehensive Plan Evaluation & Appraisal Report and its effect on neighborhood redevelopment

Diverse & Growing Economy

- Expand and enhance broadband internet services.
- Pursue investments in tourism and hospitality, encouraging business growth and visitor stays.
- Promote the College Station brand.
- Develop and promote signature events, features, and venues for residents and visitors.

Improving Mobility

- Expand multi-modal alternatives to mitigate increasing traffic congestion.
- Promote a well-connected system of residential streets.

Sustainable City

- Encourage investments in publicly owned land to benefit future generations of residents and visitors.
- Efficiently utilize existing resources for significant short- and medium-term impact, leading to long-term value.
- Examine ways to utilize co-production for service delivery.

At 12.03 p.m., the Mayor recessed the Retreat meeting.

The Retreat meeting reconvened at 12:47 p.m. and *moved to Agenda Item No. 2 City's Financial Position.*

Staff moved back to Agenda Item No. 3 at 1:56 p.m.

SWOT Analysis:

- Strengths - In what areas does the organization excel? This should be something within the organization's control.
 - ✓ Responsiveness to community in TAMU
 - ✓ Recognize impact of TAMU
 - ✓ Quality of Life
 - ✓ First Responders
 - ✓ Enterprise Services
 - ✓ Budget Process
 - ✓ Sports Tourism/Economic Development
 - ✓ Great partners with residents
 - ✓ City Hall & PD Building
 - ✓ Professional
 - ✓ Retail Market
 - ✓ Location
 - ✓ Public Events
 - ✓ Staff – making complex subjects digestible
 - ✓ Reputation – State and National
 - ✓ Young infrastructure
 - ✓ Land Availability
 - ✓ Business Park Structure
 - ✓ Low Property tax rate
 - ✓ Fiscal Position
 - ✓ Staff Morale
 - ✓ Parks System
 - ✓ Northgate downtown
 - ✓ Century Square
 - ✓ Street Maintenance Fund
- Weaknesses - In what areas does the organization need to improve? These should also be areas the organization can control.
 - ✓ Roo application unfriendly
 - ✓ Under representative @ BVEDC
 - ✓ No CS Business Association
 - ✓ Signage in Gateways
 - ✓ Branding

- ✓ Congestion Street and Roads getting worse inside the city
- ✓ Transit / Multi Mobile
- ✓ High debt per Capita
- ✓ Street Rehab Funding
- ✓ Unequal partnership with Bryan
- ✓ Not user-friendly Library
- ✓ Alt Transportation Funding
- ✓ Room rentals / Public In-reach / All agendas on one calendar
- ✓ Timeline Projects
- ✓ Limited lifestyle opportunities
- ✓ ETJ residents on City Services
- ✓ Off Campus Housing / TAMU
- ✓ Day to day transit planning
- ✓ Respect for historic relationships
- ✓ Landscape on roads
- ✓ Roads do not pay for themselves
- ✓ Not Proactive on Code Violations
- ✓ Traffic Congestions / Planning
- ✓ Communication with Citizens
- ✓ Street Maintenance /Rehab
- ✓ Reliance on tourism Rev.
- ✓ Cstx.gov website search engine poor
- Opportunities - What external factors can give the organization an advantage?
 - ✓ TAMU – research /
 - ✓ Tourism / Visitors / Sports / Natural
 - ✓ Financial Footing
 - ✓ Location
 - ✓ Collaborate w/ other Gov't Agencies (School Buses)
 - ✓ Quality of School District
 - ✓ Chamber of Commerce
 - ✓ Museum of National History
 - ✓ Cultural Opportunities
 - ✓ Business Growth
 - ✓ Job opportunities – letting them know they are here.
 - ✓ Hensel Park – destination restaurants
 - ✓ Park expansions
 - ✓ Further expand relationship with TAMU
 - ✓ Artist Community
 - ✓ Wolf Pen Creek
 - ✓ Bio-Corridor Pharmaceutical
- Threats - What external factors can harm the organization?
 - ✓ 3.5% Prop tax
 - ✓ Growth
 - ✓ Limited air service
 - ✓ Interact broadband
 - ✓ Limited tourism revenue
 - ✓ Little Industries / Manufacturing
 - ✓ Economic Diversity
 - ✓ Cost of Land and Housing

- ✓ Traffic Congestion
- ✓ Legislature / unfunded mandates
- ✓ Special Interest groups
- ✓ Railroad access
- ✓ Brand ID
- ✓ Short term rental
- ✓ Student housing
- ✓ Limited Workforce housing
- ✓ Annexation potential
- ✓ County leadership/ Neighboring Gov'ts
- ✓ Disinformation
- ✓ Dismissive Agencies
- ✓ Lack of Resp interest – Boards and Committees
- ✓ TEQ Requirements

At 3:00 p.m., the Mayor recessed the Retreat meeting.

The Retreat meeting reconvened at 3:13 p.m.

- Strategic Priorities:
- Thomas Park Phase
- Texas Independence Ballpark
- Medical Examiner's Office
- 4th of July Event
- Indoor sports facility/recreation
- Public Transit
- Hensel Park
- Wolf Pen Creek infrastructure and redesign
- Planning, design, and construction of Southwest Park
- Post Oak Mall Redevelopment
- Booking City Facilities on website
- Zoom options for Public Meetings
- Centralize Calendar
- Public CIP List
- HOME Revitalization Project
- Kick off Comp Plan Area Study within 1 year
- Community Recreation Center
- Psychiatric Hospital
- Expand Christmas in College Station – more lights
- Cstx.gov Search engine Improvements
- Wolf Pen Creek Programming
- Fire Station 7
- Plaza at City Hall
- Downtown Concept at Midtown
- Diversity Revenue
- More control over Library
- Representatives on Brazos Transit Board
- Increase Bike Lanes

- Bachman Baseball Storage
- Lincoln Center Outdoor Restrooms
- Complete all 5-year capital plan items
- Evaluate all tennis courts
- Coroners Facility
- Museums
- Gateway Signage – every entrance
- Annex doughnut areas
- Assist in completion of transitional housing on Anderson
- Farmers Market
- Form a joint legislative committee with the School District
- Name Nature Center for Gary Halter
- McCulloch Neighborhood Improvements
- Infrastructure Funding Opportunities
- Northgate Vendor/Dining Events
- Christmas Parade

4. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the MTF Conference Room convened into Executive Session at 4:08 a.m. on Monday, February 7, 2022, in order to continue discussing matters pertaining to:

- A. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
 - City Manager
- B. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:
 - Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

5. Reconvene from Executive Session and Take Action, if Any

Executive Session recessed at 5:09 p.m. No action was taken.

6. Adjournment.

There being no further business, Mayor Mooney adjourned the Retreat Meeting of the College Station City Council at 5:09 p.m. on Monday, February 7, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
FEBRUARY 8, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell – left at 10:32 a.m.
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy Cit Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary

1. Call to Order and Welcome.

With a quorum present, the Retreat Meeting of the College Station City Council was called to order by Mayor Mooney at 9:07 a.m. on Tuesday, February 8, 2022 in the CSU Meeting Training Facility, 1603 Graham Road, College Station, Texas 77845.

2. Presentation, discussion, and possible action on the City's financial position.

No new information to discuss from February 7, 2022.

3. Presentation, discussion, and possible action on reviewing the current strategic plan and future strategic priorities. (Presented 1st)

Bryan Woods, City Manager, gave a brief summary of the new strategic items Council brought forward at the February 7, 2022 Council Retreat, as well as an overview of the unfunded CIP list.

List of Economic Tourism/Facilities and needs for the city.

Economic Drivers

1. Thomas Park Phase 3 - (\$4 million)
2. Texas Independence Ballpark - (\$2 million phase 1, \$18 million phase 2)
3. Medical Examiner's Office - (\$2 million)
4. Indoor sports facility/recreation - (\$35 million)

City Needs

5. Citywide Streets - (\$20 million)
6. Major City Roadways - (\$25 million)

7. Water/wastewater - (\$11 million) – non-funded
8. Public Works Facility - (\$25 million)
9. Parks Facility - (\$10 million)
10. IT Investments
11. Deferred Maintenance (\$5 million)

Majority of Council directed staff to bring back what items utilize the city funds for economic drivers, tourism, indoor sports facility, city needs and non-funded CIP list.

Councilmember Crompton requested a future agenda item to discuss a possible partnership with Brazos County for road construction financed through bonds.

Council directed staff to give another list of other eligible uses the \$10.7 million ARPA could be used under:

Specific uses of ARPA funds:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
4. To make necessary investments in water, sewer, or broadband infrastructure.

At 11:02 p.m., the Mayor recessed the Retreat meeting.

The Retreat meeting reconvened at 11:44 p.m.

Bryan Woods, City Manager, brought forward the Strategic Priorities discussed by Council yesterday, Monday, February 7th to prioritize them within the Strategic Plan under the proper category and what fiscal year it will fall in.

Strategic Priorities:

- Thomas Park Phase 3
- Texas Independence Ballpark – 3
- Medical Examiner’s Office – 3
- 4th of July Event – 3
- Indoor sports facility/recreation – 2
- **Public Transit – 2 (long term)**
- Hensel Park – 2
- Wolf Pen Creek infrastructure and redesign - 2
- Planning, design, and construction of Southwest Park – 1
- Post Oak Mall Redevelopment – 1
- Booking City Facilities on website - 1
- Zoom options for Public Meetings - 1
- Centralize Calendar - 1
- Public CIP List – 1
- HOME Revitalization Project - 1
- Kick off Comp Plan Area Study within 1 year – 1
- Community Recreation Center - 1
- Psychiatric Hospital – 1
- Expand Christmas in College Station – more lights - 1

- Cstx.gov Search engine Improvements – 1
- Wolf Pen Creek Programming – 1
- Fire Station 7 - 1
- Plaza at City Hall
- Downtown Concept at Midtown
- Diversity Revenue
- **More control over Library (long term)**
- Representatives on Brazos Transit Board
- Increase Bike Lanes
- Bachman Baseball Storage
- Lincoln Center Outdoor Restrooms
- Complete all 5-year capital plan items
- Evaluate all tennis courts
- Coroners Facility
- Museums
- Gateway Signage – every entrance
- Annex doughnut areas
- Assist in completion of transitional housing on Anderson
- Farmers Market
- Form a joint legislative committee with the School District
- Name Nature Center for Gary Halter
- McCulloch Neighborhood Improvements
- Infrastructure Funding Opportunities
- Northgate Vendor/Dining Events
- Christmas Parade

Majority of the Council directed staff to prioritize the strategic items that was discussed above and bring back to Council.

6. Adjournment.

There being no further business, Mayor Mooney adjourned the Retreat Meeting of the College Station City Council at 1:10 p.m. on Tuesday, February 8, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
FEBRUARY 10, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
John Crompton
Linda Harvell – via remote
Elizabeth Cunha
John Nichols
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the Meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:00 p.m. on Thursday, February 10, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:01 p.m. on February 10, 2022, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas; and

B. Consultation with attorney to receive legal advice; to wit:

- Legal advice regarding potential City participation in an opioid settlement with pharmaceutical manufacturer Endo Health Solutions Inc. et. al.
- Legal advice related to applicability of impact fees to Midtown City Center development.
- Legal advice related to contractual obligations in the Economic Development Agreement between the City of College Station and Viasat, Inc.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- Council Self-Evaluation

D. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:35 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to direct staff to invoice ViaSat to pay the City an amount equal to the incentive payment for calendar year 2020 for noncompliance. The motion carried unanimously.

4. Pledge of Allegiance, Invocation, consider absence request.

5. Hear Visitors Comments

Fred Dupriest, College Station, came before Council to discuss 20 suggestions for changes in workflow, to make enforcement more effective in the matter of the four (4) unrelated ordinance. He stated that Council must establish an initiative for staff to redesign the workflow. That initiative requires leadership to establish a sense of purpose, specific objectives, and the metrics the Council will use to judge the workflow has become effective.

Mr. Dupriest highlighted the following:

1. Focus the rational for enforcement on economics, not behaviors.
2. Stealth dorms are a terribly inefficient use of land. Increased student housing is not a legitimate argument for ignoring a criminal activity.
3. If investors continue to perceive (correctly) there is no risk of prosecution or meaningful fines, the crime will increase. Convictions must be visible and publicized. Investors are rational actors.
4. The obvious failure to achieve the objective of the ordinance is due to the design of the process, not the intent of the people involved. Fix the process. Ask the people who do the work.

5. City Council needs a consensus on what the measure of success s will be to guide staff in modifying the process – Are there still more than 4-unrelated.

Lloyd Davis, College Station, came before Council to express his serious concern about what he considers to be a flawed 10 Year Plan. The plan to him is problematic in its disregard for the Pebble Creek subdivision.

Brian Bochner, College Station, came before Council to discuss concerns of the Pebble Creek Homeowners Association. Mr. Bochner wanted to thank the staff for their professionalism and express that the Association is still concerned with the proposed major roadways coming through Pebble Creek.

Dennis Arce, College Station, wanted to thank the Council for the time to speak and to bring concerns in front of Council. He stated that he is still concerned about the members that were not selected to the Bond Committee and that he believes the City should take action to sanction civil lawsuits between property owners as a remedy to the more than four (4) ordinance enforcement.

6. Workshop Items

6.1. Presentation, discussion, and possible action regarding a presentation on fleet maintenance.

Pete Caler, Assistant Director of Public Works, presented a brief overview of the Fleet Maintenance Division that has 18.5 full-time employees and maintains approximately 700 vehicles and ancillary equipment. The division is responsible for operation of the City of College Station fueling system, preventative maintenance, repairs, state inspections and fleet asset management/replacement. Fleet Maintenance is also responsible for the City's two fueling stations and their respective underground storage tanks. Four (4) city employees are licensed underground storage tank A/B Operators to meet state and federal compliance regulations. Both fueling stations are currently budgeted for a removal and replacement project managed by Capital Improvement Projects. Mr. Caler explained that Fleet must pass 27 different best management practices to achieve American Public Works Association accreditation. The Public Works Department achieved accreditation in 2012 and has been reaccredited twice since then. Fleet Pros is a non-profit fleet management association which strives to support fleet professionals through education, networking, and resources. Angela Daugherty was recently elected as the vice-chair for the Fleet Pros Texas Chapter board of director.

6.2. Presentation, discussion, and possible action on transportation issues.

This item was pulled from agenda as it was discussed in-depth at the Council Retreat.

6.3. Presentation, discussion, and possible action regarding the 2022 Bond Election.

Bryan Woods, City Manager, presented the scheduling and overview of the Citizen Bond Advisory Committee.

- **February 15th:** Kickoff Meetings
 - ✓ Discussion points are Background, Financials & Overview of Projects
- **February 21st and 28th:** Project Review Meetings
- **March 7th:** Community Input Meeting
- **March 21st and 28th:** Project Prioritization Meetings
- **April 28th:** CBAC recommendations to Council

- **April 28th through August 10th:** Community Input/Council Review/Prioritization of Projects
- **August 10th:** 1st Day to call for Bond Election
- **August 22nd:** Last Day to call for Bond Election
- **October 22nd:** Early voting begins
- **November 8th:** Election Day

7. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 7.4 and 7.8 were pulled from Consent for clarification.

(7.4): Emily Fisher, Director of Public Works, stated that a complaint was received regarding the safety of this intersection and a sight distance study was conducted at the location in addition to a peak-hour volume count. She explained that while the sight distance is below the acceptable level, it was deemed that removing more parking from the area would be problematic for the residents. A 4-way stop condition is proposed to improve the safety at the intersection without removing the parking from the residents who live in the surrounding area.

(7.8): Emily Fisher, Director of Public Works, stated that the City is undertaking a project to construct a new at-grade railroad crossing at the intersection of Deacon & FM 2154 and close the existing Cain crossing. FM 2154 will be reconstructed on either side of the new intersection to raise the existing grade 5.5 feet to the same level as the existing railroad tracks and the project will include right and left turn lanes on all approaches, a traffic signal, and pedestrian facilities. She explained that the project was bid via sealed bid proposal in December 2021, RFP #22-018. Three (3) sealed proposals were submitted and Knife River Corporate South was selected as the top scoring responder. Also, Mrs. Fisher stated that this is a budget in the amount of \$7,278,900, which is included for this project in the Streets Capital Projects Fund. A total of \$1,895,639.16 has been expended or committed to date, leaving a balance of \$5,383,260.84 in the total project budget for construction.

7.1. Presentation, possible action, and discussion of minutes for:

- **January 27, 2022 Council Meeting**

7.2. Presentation, discussion, and possible action related to amending the cemetery ordinance.

7.3. Presentation, discussion, and possible action regarding approval of the City's purchase of Three-Phase Padmount Transformers with estimated expenditures in amounts not to exceed \$413,696.00, awarded to KBS Electrical Distributors Inc and reject Bids for lines 1-6 and lines 9-12.

7.4. Presentation, discussion, and possible action regarding Ordinance No. 2022-4331 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1002 "Traffic Schedule II, Fourway Stop Intersections," by adding the intersection of Welsh Avenue and Park Place.

7.5. Presentation, discussion, and possible action regarding a rate increase amendment to the five (5) year residential recycling collection franchise and general service agreement with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

7.6. Presentation, discussion, and possible action regarding the renewal of an annual blanket order for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base with Brazos Paving Materials, Inc. for an amount not to exceed \$703,000.

7.7. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Lossen Bro Co., Inc. for the collection of recyclables from commercial businesses and multi-family locations.

7.8. Presentation, discussion, and possible action regarding a construction contract in the amount of \$5,203,379.80 with Knife River Corporation-South for the Deacon At-Grade Railroad Crossing and Cain Railroad Crossing Closing project.

7.9. Presentation, discussion, and possible action regarding approval of a contract as a result of the award of Bid # 22-019, for the purchase of one (1) electric substation power transformer for the Switch Substation Transformer replacement from Virginia Transformer Corporation for an amount not to exceed \$977,518.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4332 amending Chapter 107, "Impact Fees," Article II, "System-Wide Impact Fees," Sections 107-71 "System- Wide Impact Fees For Water Services," 107-72 "System-Wide Impact Fees For Wastewater Services," and 107-73 "System-Wide Roadway Impact Fees" of the Code of Ordinances of the City of College Station, Texas by amending certain sections relating to water, wastewater, and roadway impact fee collection rates to provide for grandfathering of projects under development.

At approximately 7:57 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:57 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to forego the discussion on grandfathering and leave the impact fees as previously established. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding an appeal by James Murr to the applicability of impact fees for the Midtown City Center development.

Michael Ostrowski, Planning and Development Director, stated that Pursuant to Section 107-94 of the City of College Station Code of Ordinances, an appeal can be made as to the applicability of impact fees for a development to the Director of Planning and Development Services. On December

21, 2021, Mr. James Murr submitted an appeal regarding the applicability of impact fees for the Midtown City Center development. After reviewing the request, on January 5, 2022, it was determined that impact fees would apply to this development, as vesting privileges would not apply to impact fees as Section 245.004(6) of the Texas Local Government Code exempts fees that are imposed in conjunction with development permits. Pursuant to Section 107-94(d) of the City of College Station Code of Ordinances, Mr. Murr is appealing the decision of the Director of Planning and Development Services to the City Council.

Mr. Ostrowski explained that this item relates to the appeal and subsequent denial as to the applicability of impact fees per the City of College Station Code of Ordinances and Texas Local Government Code, not what was or wasn't part of the Economic Development Agreement (EDA) for this project. The EDA for this project did not provide for a waiver of such fees and would be handled separately outside of this request.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Mooney, the City Council voted seven (7) for and none (0) opposed, to deny the appeal by James Murr to the applicability of impact fees for the Midtown City Center development. The motion carried unanimously.

Council directed staff to work with Mr. Murr on the Economic Development Agreement (EDA) related to impact fees.

8.3. Presentation, discussion, and possible action regarding Ordinance No. 2022-4333 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Bryan Woods, City Manager, stated that on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021 and January 7, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4333, consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station;

information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Cunha recognized the Planning department on the Committees DRB, BPG, ZBA and P&Z holding zoom meetings along with in-person. As well as recognizing City Secretary's Office reaching out to other committees to provide the zoom option along with in-person.

11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Nothing to report.

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Crompton requested staff bring an item on the cost associated with working through the overlay ordinance. Councilmember Maloney requested adding neighborhood associations to this request.

Councilmember Crompton requested a discussion collection rates on impact fees. A majority of Council directed staff to collect the data of comparable rates and distribute it to Council.

Councilmember Maloney requested that traffic studies be done when students are on campus not out for the summer.

13. Adjournment.

There being no further business, Mayor Mooney adjourned the Meeting of the City Council at 8:52 p.m. on Thursday, February 10, 2022.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

February 24, 2022
Item No. 7.2.
Pavement Striping and Markings Services Contract Renewal

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of the second and final renewal option of a contract with D.I.J. Construction Incorporated for annual pavement striping and markings services in an amount not to exceed \$275,000.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of this second and final contract renewal option with D.I.J Construction Incorporated for the not-to-exceed amount of \$275,000.00.

Summary: Staff recommends approval of this second and final contract renewal option with D.I.J Construction Incorporated for the not-to-exceed amount of \$275,000.00.

Summary: After a segment of roadway is reconstructed or rehabilitated, the pavement markings to delineate the travel lanes, bike lanes, stop bars, etc. must be installed. City staff relies on the expertise and the resources of specialty contractors to perform this work. This contract renewal will also provide a way for the City to maintain existing roadway and/or city facility parking lot markings, which all guide, warn, and regulate road users.

This renewal includes a 10% unit price increase request from the vendor due to material and labor costs.

This renewal term is for the period beginning February 17, 2022 through February 16, 2023. This is the second and final renewal option available. Contract No. 20300230 (BID 20-013) was approved on February 10, 2020.

Budget & Financial Summary: Funds for striping roadways are budgeted and available in the Traffic Operations Signs and Markings Budget. Other departments such as Parks & Recreation and Facility Maintenance may also use this contract for their striping needs.

Attachments:

1. 20300230R2 D.I.J. Construction Inc. Contract Agreement & Routing Form (All Docs)



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 20300230R2 PROJECT#: _____ BID/RFP/RFQ#: 20-013

Project Name / Contract Description: Annual Price Agreement for Traffic Pavement and Marking Services

Name of Contractor: D.I.J. Construction, Inc.

CONTRACT TOTAL VALUE: \$ 275,000.00

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☒ **RENEWAL #** 2 ☐ **CHANGE ORDER #** ☐ **OTHER**

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

This is for Renewal 2 of Contract 20300230. The original contract was approved by City Council on February 2020. This contract can be utilized by other departments within the City to accommodate needs. This contract also has flexibility to cover additional marking services that may need to be accompanied by unexpected roadway repairs.

Budget Org 10010750 Object 5315

CRC Approval Date*: NA *(If required)** **Council Approval Date*:** 2/24/2022 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: **Performance Bond:** On file **Payment Bond:** On file **Info Tech:** NA

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

NA

MAYOR (if applicable)

DATE

NA

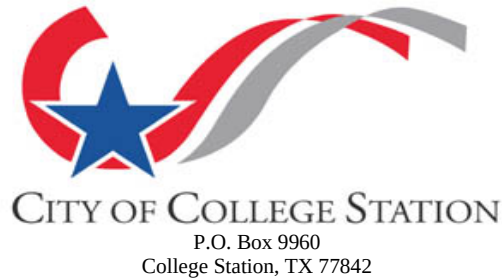
CITY SECRETARY (if applicable)

DATE

___ Original(s) sent to CSO on ___

Scanned into Laserfiche on ___

___ Original(s) sent to Fiscal on ___



January 20, 2022

Attn: Tim D. Jarma
D.I.J. Construction, Inc.
PO Box 1609
Bertman, TX 78605

**RE: Renewal 2 – Contract No. 20300230 (ITB 20-013)
Annual Price Agreement for Traffic Pavement Striping and
Marking Services**

Dear Mr. Jarma,

The City of College Station appreciates the services provided by D.I.J. Construction, Inc. this past year. We would like to exercise our option to renew the above referenced contract under the same terms and conditions for the term of one year for the Annual Price Agreement for Traffic Pavement Striping and Marking Services. This renewal includes a 10% increase of the original contract price for services due to material and labor costs.

Contingent upon Council approval, a blanket contract will be issued for the term of February 17, 2022 through February 16, 2023 for an amount not to exceed Two Hundred Seventy-Five Thousand and 00/100 (\$275,000.00). This is the second and final renewal option available.

Sincerely,

Josie Urrutia
Josie Urrutia, CPPB
Buyer

Attachment

RENEWAL (2) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 20300230 (ITB 20-013) for D.I.J. Construction, Inc. - Annual Price Agreement for Traffic Pavement Striping and Marking Services in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Seventy-Five Thousand and 00/100 (\$275,000.00). This renewal includes a 10% increase of the original contract price for services.

I understand this renewal term will be for a one-year period beginning February 17, 2022 through February 16, 2023. This is the second and final renewal option available.

D.I.J CONSTRUCTION, INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

D.I.J. Construction, Inc.

P.O. Box 1609 2332 CR 252 BERTRAM, TX 78605

OFFICE: (512) 355-2766

FAX: (512) 355-2392

January 19, 2022

City of College Station

P.O. Box 9960

College Station TX 77842

RE: Annual Price Agreement for Traffic Pavement Marking Services

To Whom It May Concern,

D.I.J. Construction, Inc. respectfully requests a unit price increase of 10% for Contract No. 20300230 due to increases in material and labor costs.

Thank you for your consideration



Tim D. Jarma

Vice President / Estimator

D.I.J. Construction, Inc.

dijconstruction.com

Annual Price Agreement for Traffic Pavement Striping and Marking Services
Contract 20300230

Item	Description	Unit	Qty		2021 Unit Pricing	2022 Unit Pricing
1	REFL PAV MRK TY I (W) 4" (BRK) (090MIL)	LF	5,000.00		\$ 0.50	\$ 0.55
2	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	2,500.00		\$ 0.50	\$ 0.55
3	REFL PAV MRK TY I (W) 4" (DOT) (090MIL)	LF	2,500.00		\$ 0.80	\$ 0.88
4	REFL PAV MRK TY I (W) 6" (SLD) (090MIL)	LF	20,000.00		\$ 0.75	\$ 0.83
5	REFL PAV MRK TY I (W) 6" (BRK) (090MIL)	LF	1,250.00		\$ 0.75	\$ 0.83
6	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	5,000.00		\$ 1.00	\$ 1.10
7	REFL PAV MRK TY I (W) 12" (SLD) (125MIL)	LF	12,500.00		\$ 4.00	\$ 4.40
8	REFL PAV MRK TY I (W) 18" (SLD) (125MIL)	LF	1,250.00		\$ 3.25	\$ 3.58
9	REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)	LF	5,000.00		\$ 0.50	\$ 0.55
10	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	15,000.00		\$ 0.50	\$ 0.55
11	REFL PAV MRK TY I (Y) 24" (SLD) (125MIL)	LF	1,250.00		\$ 6.50	\$ 7.15
12	REF PAV MRK TY II (W) 4" (BRK)	LF	15,000.00		\$ 0.17	\$ 0.19
13	REF PAV MRK TY II (W) 4" (DOT)	LF	1,250.00		\$ 0.29	\$ 0.32
14	REF PAV MRK TY II (W) 4" (SLD)	LF	62,500.00		\$ 0.22	\$ 0.24
15	REF PAV MRK TY II (W) 6" (SLD)	LF	62,500.00		\$ 0.27	\$ 0.30
16	REF PAV MRK TY II (W) 8" (SLD)	LF	7,500.00		\$ 0.34	\$ 0.37
17	REF PAV MRK TY II (W) 24" (SLD)	LF	2,500.00		\$ 1.00	\$ 1.10
18	REF PAV MRK TY II (Y) 4" (BRK)	LF	12,500.00		\$ 0.18	\$ 0.20
19	REF PAV MRK TY II (Y) 4" (SLD)	LF	112,500.00		\$ 0.18	\$ 0.20
20	REF PAV MRK TY II (Y) 24" (SLD)	EA	20.00		\$ 1.00	\$ 1.10
21	RF PAV MRK TY I (W) (TURN ARW) (125MIL)	EA	50.00		\$ 115.00	\$ 126.50
22	RF PAV MRK TY I (W) LEGEND (ONLY) (125MIL)	EA	30.00		\$ 150.00	\$ 165.00
23	RF PAV MRK TY I (W) BIKE DETECTOR SYMBOL	EA	10.00		\$ 75.00	\$ 82.50
24	RF PAV MRK TY I (W) (BIKE RIDER 6 FT)	EA	30.00		\$ 200.00	\$ 220.00
25	RF PAV MRK TY I (W) (BIKE SHARROW)	EA	10.00		\$ 200.00	\$ 220.00
26	RF PAV MRK TY I (Y) BIKE ARROW STRAIGHT 6 FT	EA	30.00		\$ 125.00	\$ 137.50
27	PAVEMENT SEALER 4"	LF	2,500.00		\$ 0.20	\$ 0.22
28	PAVEMENT SEALER 6"	LF	2,500.00		\$ 0.25	\$ 0.28
29	PAVEMENT SEALER 8"	LF	2,500.00		\$ 0.30	\$ 0.33
30	PAVEMENT SEALER 12"	LF	2,500.00		\$ 0.75	\$ 0.83
31	PAVEMENT SEALER 24"	LF	1,250.00		\$ 4.00	\$ 4.40
32	PAVEMENT SEALER (LEGEND)	LF	1,250.00		\$ 4.00	\$ 4.40
33	FIRE LANE STRIPING 6"	LF	1,250.00		\$ 0.72	\$ 0.79
34	NON-REFLECTORIZED TY II CURB MARKINGS	LF	2,500.00		\$ 0.60	\$ 0.66
35	NON-REFLECTORIZED TY II CURB MARKINGS WITH W	LF	3,750.00		\$ 0.66	\$ 0.73
36	ADA TY I EMBLEM	EA	25.00		\$ 50.00	\$ 55.00
37	ADA TY I EMBLEM (BLUE BACKGROUND)	EA	25.00		\$ 150.00	\$ 165.00
38	REFL PAV MRKR TY I - A	EA	125.00		\$ 1.50	\$ 1.65
39	REFL PAV MRKR TY I - C	EA	250.00		\$ 3.75	\$ 4.13
40	REFL PAV MRKR TY II - A - A	EA	1,250.00		\$ 5.00	\$ 5.50
41	REFL PAV MRKR TY II - C - R	LF	375.00		\$ 5.25	\$ 5.78
42	REFL PAV MRKR TY II - B - B	LF	25.00		\$ 10.00	\$ 11.00
43	TRAFFIC BUTTON TY W / Y	LF	25.00		\$ 3.50	\$ 3.85
44	ELIM EXT PAV MRK & MRKS (4")	LF	5,000.00		\$ 0.65	\$ 0.72
45	ELIM EXT PAV MRK & MRKS (6")	LF	795.00		\$ 0.75	\$ 0.83
46	ELIM EXT PAV MRK & MRKS (8")	LF	790.00		\$ 1.00	\$ 1.10
47	ELIM EXT PAV MRK & MRKS (12")	LF	3,500.00		\$ 3.85	\$ 4.24
48	ELIM EXT PAV MRK & MRKS (18")	LF	500.00		\$ 3.50	\$ 3.85
49	ELIM EXT PAV MRK & MRKS (24")	EA	750.00		\$ 7.70	\$ 8.47
50	ELIM EXT (RAISED PAVEMENT MARKERS)	SF	750.00		\$ 2.50	\$ 2.75
51	ELIM EXT PAV MRK & MRKS (LEGEND)	LF	1,000.00		\$ 2.50	\$ 2.75
52	REMOVE TEMP FLEXIBLE ROAD TABS	EA	2,500.00		\$ 0.60	\$ 0.66
53	REFL (Y) MEDIAN PAINTING	EA	10.00		\$ 245.00	\$ 269.50

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Austin 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Cindy Ellis PHONE (A/C, No, Ext): 512 451-7555 FAX (A/C, No): 512 467-0113 E-MAIL ADDRESS: cindy.ellis@usi.com														
INSURED D.I.J. Construction, Inc. P.O. Box 1609 Bertram, TX 78605-1609	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : American Family Home Insurance Company</td> <td data-bbox="1437 451 1572 478">23450</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Berkley National Insurance Company</td> <td data-bbox="1437 478 1572 506">38911</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Texas Mutual Insurance Company</td> <td data-bbox="1437 506 1572 533">22945</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D : American Alternative Insurance Corp</td> <td data-bbox="1437 533 1572 560">19720</td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Family Home Insurance Company	23450	INSURER B : Berkley National Insurance Company	38911	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : American Alternative Insurance Corp	19720	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			88A5GL000115000	10/01/2021	10/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			88A2CA1000927	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			MKC11100155	10/01/2021	10/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001186139	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

is Primary and Non-Contributory, when required by written contract. Umbrella is follow-form coverage. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.

February 24, 2022
Item No. 7.3.
Lossen Bros Franchise Agreement Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Lossen Bros Co. Inc. for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: The proposed agreement would allow Lossen Bros Co., Inc. to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing on-site collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. 22300220 Lossen Bros Co Inc - COCS Recyclables Franchise Agreement



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300220 PROJECT#: n/a BID/RFP/RFQ#: n/a

Project Name / Contract Description: Recyclables Collection Franchise Agreement

Name of Contractor: Lossen Bros Co., Inc.

CONTRACT TOTAL VALUE: \$ n/a

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # ☐ CHANGE ORDER # ☐ OTHER

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Two City Council readings required for this Franchise Agreement; scheduled for February 10, 2022; February 24, 2022.

CRC Approval Date*: n/a (If required)* Council Approval Date*: 2/10/22 & 2/24/22 Agenda Item No*:

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

1/12/2022

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, LOSSEN BROS CO., INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

15.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Michael Lucas, Fiscal Services
PO BOX 9960
College Station, TX 77842
mlucas@cstx.gov

LOSSEN BROS CO., INC.
Attn: Omar Gomez, Operations Manager
PO Box 302075
Austin, TX 78703
omar@lossenbrosinc.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the ____ day of _____, 2022.
- b. Second Consideration & Approval on the ____ day of _____, 2022.

LOSSEN BROS CO., INC.

By: Omar Gomez

Printed Name: Omar Gomez

Title: Operations Manager

Date: 1/12/2022

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rates are set forth below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs
- Base rate for a frame clean is \$0.29 per square foot of home and does not increase. This requires removing all lumber and debris. Haul away all debris.
 - Base rate for a sheetrock clean is \$0.29 per square foot of home and does not increase. This requires removing all sheetrock and debris. Haul away all debris.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	CONTACT NAME: Claudia Searle PHONE (A/C, No, Ext): (972) 771-4071 FAX (A/C, No): (972) 771-4695 E-MAIL ADDRESS: csearle@kandsins.com																					
INSURED Lossen Bros., Inc. 1404 West 32nd Street Austin TX 78703	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Crum & Forster Specialty Ins Co</td><td>44520</td></tr><tr><td>INSURER B:</td><td>Allied Property & Casualty Ins. Co.</td><td>42579</td></tr><tr><td>INSURER C:</td><td>Hallmark Specialty Insurance Co</td><td>26808</td></tr><tr><td>INSURER D:</td><td>Texas Mutual Insurance Co.</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Ins Co	44520	INSURER B:	Allied Property & Casualty Ins. Co.	42579	INSURER C:	Hallmark Specialty Insurance Co	26808	INSURER D:	Texas Mutual Insurance Co.	22945	INSURER E:			INSURER F:		
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INSURER D:	Texas Mutual Insurance Co.	22945																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO-071624	01/22/2021	01/22/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																				
MED EXP (Any one person)	\$ 1,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACP BAPC 3019280781	05/08/2021	05/08/2022	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			77HX2196E2	01/22/2021	01/22/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N	N / A		0001153522	01/22/2021	01/22/2022	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Contractors Equipment			ACP CIMP 3019280781	05/08/2021	05/08/2022	<table><tr><td>Lease/Rented Equipment</td><td>\$200,000</td></tr></table>	Lease/Rented Equipment	\$200,000												
Lease/Rented Equipment	\$200,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solid Waste and Recyclables

Please see attached for additional information.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attn: Risk Management
P.O. Box 9960

College Station

TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John D. Marek

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY K&S Insurance Agency		NAMED INSURED Lossen Bros., Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policy contains an endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.

The Umbrella follows form over the General Liability, Auto Liability and Workers Compensation

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERGE, LIMITS, CONDITIONS AND EXCLUSIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract signed prior to the "bodily injury" or "property damage".	As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is signed prior to the injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement**
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us**
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$150 for a covered "auto" you own of the private passenger type, or
 - b. \$750 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

COMMERCIAL AUTO

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

**COMMERCIAL AUTO
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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF
OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
 - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
 - b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/22/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001153522 of Texas Mutual Insurance Company effective on 1/22/21

Issued to: LOSSEN BROS INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

1/20/21

February 24, 2022

Item No. 7.4.

Amendment to the Technology Services Contract with Tyler Technologies, Inc., increasing the contract amount by \$57,600 for access and use of Tyler Technologies' Virtual Court software.

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to the Technology Services Contract with Tyler Technologies, Inc., increasing the contract amount by \$57,600 for access and use of Tyler Technologies' Virtual Court software.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Sustainable City

Recommendation(s): Staff respectfully recommends approval of this amendment (Quote 2021-274492-G2Z1B0) to the Technology Services Contract with Tyler Technologies, Inc.

Summary: Municipal Court personnel currently utilizes the court case management software system Tyler Incode Court Suite to coordinate and automate all phases of court operations. This proposed amendment (Quote 2021-274492-G2Z1B0) is to add new Tyler Software as a Service ("SaaS") known as Virtual Court.

September 24, 2020, City Council approved the Technology Services Contract. The contract term is for five (5) years from the effective date of the contract. Contingent upon budget approval and mutual consent of both parties, the contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (seven (7) years total). If this amendment is approved, the Virtual Court software shall be a total increase of \$57,600 to the contract, with \$14,400 invoiced annually during the contract term. Therefore, it will increase the total contract amount from \$657,160 to \$714,760.

Budget & Financial Summary: Funding for this software totaling \$428,000 was appropriated in the Court Technology Fund in FY20. In addition, there is a credit available from Tyler Technologies for \$239,736 from the cancellation of the Utility Billing software that has been utilized for license fees. Annual expenses are budgeted in Fiscal Service's yearly budget.

Attachments:

1. 20300683 Tyler Technologies - Virtual Court Quote Amendment



CONTRACT#: 20300683 PROJECT#: N/A BID/RFP/Rfq#: 20-004

Amendment to Technology Services Contract - Add "Virtual Court" SaaS

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Sales Quotation For:

City of College Station
PO Box 9960
College Station TX 77842-7960

Tyler Annual Software - SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Court Suite			
Virtual Court	\$ 14,400	\$ 0	\$ 14,400
TOTAL:	\$ 14,400	\$ 0	\$ 14,400

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 14,400
Total Tyler Services		
Summary Total		\$ 14,400
Contract Total	\$ 14,400	

• By signing this order, you acknowledge your access or use of Virtual Court is subject to additional terms (the “VC Terms”) found here: <https://www.tylertech.com/terms/virtualcourt-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order. Otherwise, the terms and conditions of the existing INCODE MUNICIPAL COURT CASE MANAGEMENT SOFTWARE TECHNOLOGY SERVICES CONTRACT ("Agreement") between City of College Station and Tyler Technologies, Inc. (Contract No. 20300683) govern this order. All other terms, conditions, and pricing of the Agreement remain in full force and effect.

Customer Approval: _____

Date: _____

Print Name: Bryan C. Woods, City Manager

P.O.#: Contract #20300683, PO #20205672



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110	CONTACT NAME: Finn Davis PHONE (A/C, No, Ext): (617) 999-7893 E-MAIL ADDRESS: Finn.Davis@marsh.com	FAX (A/C, No):
CN102891976-TTI-GAWX+-21-22	INSURER(S) AFFORDING COVERAGE	
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	INSURER A : Hartford Fire Insurance Co	NAIC # 19682
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : QBE Specialty Insurance Company	11515
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

NYC-011255632-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			08UENAY8572	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			08UENAY8572	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			08XHUAZ8392	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBAK8AGK	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Cyber Protection			130001996	12/17/2021	12/17/2022	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of College Station, its officials, agents, employees, and volunteers are include as additional insured on the GL & Auto on a primary and noncontributory basis, where required by written contract. Named Insured agrees to waive subrogation on GL Auto & WC coverage where required by written contract.

CERTIFICATE HOLDER

City of College Station
Attn. Risk Management
PO Box 9960
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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February 24, 2022
Item No. 7.5.
Contract with Intterra for Fire Department Reporting Software

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a technology services contract for fire department reporting and analytics software with Intterra, Inc. in an amount not to exceed \$134,156.75.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the contract

Summary: This new contract is to purchase the Intterra software. This software will allow the Fire department to create robust reports that can help with their accreditation process. The software will also provide real-time information dashboards that can help the Fire department prepare for incidents and plan for special events. Intterra will replace the current data and analysis software, FireStats.

Budget & Financial Summary: Funds for this purchase have been approved through IT Maintenance budget. This has been reviewed and approved by the legal department.

Attachments:

1. 22300184 Intterra, Inc. - JU



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22300184 PROJECT#: _____ BID/RFP/RFQ#: N/A

Project Name / Contract Description: Intterra Software Implementation

Name of Contractor: Intterra, Inc

CONTRACT TOTAL VALUE: \$ 134,156.75

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

This software purchase will replace the current Fire reporting software, FireStats. This contract is a 5 year contract. One-time costs include \$15,000.00 which will be funded by 10011250-5201. Recurring costs over 5 years include \$119,156.75 which will be funded by 10011250-5201.

CRC Approval Date*: 2/2/22 *(If required)** **Council Approval Date*:** 2/24/22 **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Intterra, Inc. a Colorado Corporation** (the “Consultant”), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICE

1.01 This Contract is for **Fire Department Reporting and Analytics Software** (the “Project”). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit “A”** including the Scope of Services, Intterra Terms of Use Agreement Intterra End User License Agreement and Intterra Website Privacy Policy, to this Contract and are incorporated as though fully set forth herein by reference (the “Work”). Consultant agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

1.02 Consultant agrees to perform the work described in **Exhibit “A”** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit “B”** to this Contract for the Work performed by Consultant. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed **ONE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED FIFTY-SIX AND 75/100 DOLLARS (\$134,156.75).**

ARTICLE III CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City’s Project Manager.

- (a) When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract

amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

- (b) When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

4.01 Except as provided in Article XI hereinbelow, the term of this Contract shall be for five (5) years from the effective date of this Contract. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an

independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Non-solicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its

recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.04 Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 8.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

8.03 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

9.02 Types. During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section.

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.
- (e) Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

9.05 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an “occurrence” basis.
- (c) “Claims made” policies are not accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Contract
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

9.06 Commercial General Liability requirements. The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.

- (e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- (f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

9.07 Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

9.08 Workers’ Compensation/Employer’s Liability Insurance requirements. The Workers’ Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability limits of \$1,000,000 for each accident is required.
- (b) “Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. Minimum limits of \$2,000,000 for third party losses. Coverage must include:

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;
- (j) Replacement or Restoration of Electronic Data (First Person);
- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and
- (n) Security Breach Expense.

ARTICLE X TECHNOLOGY REQUIREMENTS

10.01 Cloud Provider. When some or all of the Contractor's Work involve being a Cloud Provider, the following shall apply:

- (a) **Security Policies and Procedures.** The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:
 - i. Data Classification and privacy;
 - ii. Security training and awareness;
 - iii. Systems administration, patching and configuration;
 - iv. Incident response;
 - v. Managing workstations, mobile devices and antivirus applications;
 - vi. Backups, disaster recovery and business partners and contractors;
 - vii. Audit and testing schedules;
 - viii. Requirements for third-party business partners and contractors;
 - ix. Compliance with information security or privacy laws, rules, regulations or standards;
 - x. Evidence of background checks that support security of sensitive or confidential information;
 - xi. Disclosure of previous data breaches; and
 - xii. Any other relevant information regarding security policies or procedures.
- (b) **Industry Best Practices.** Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures

including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

- i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
- ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
- iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and
- iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

- i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:
 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 2. Promptly implement necessary remedial measures; and
 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.
- ii. **Contractor Agreement Breach.** If a data breach results from Contractor's breach of the Contract, Contractor must:
 1. Bear any costs associated with the investigation and resolution of the data breach
 2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
 3. Engage a credit monitoring service or identity protection service;
 4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;

5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Contractor must:

- i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;
- ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;
- iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;
- iv. Agree to third-party application and vulnerability security scans and schedules;
- v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;
- vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;
- vii. If Contractor is using Amazon Web Services provide those audit certificates to the City upon request, if not annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and
- viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

- i. **Agreement Expiration.** When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and

information in file or document formats in the Contractor's possession or control.

- ii. **Access.** The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.
- iii. **Data Removal.** At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.02 Background Checks. The Consultant agrees to assume all responsibility for background checks on all its employees, agents and assigns working on the Project. Such background checks may include, but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education.

10.03 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI TERMINATION

11.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the work performed and expenses incurred prior to the date of termination.

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII MISCELLANEOUS TERMS

12.01 Venue and Applicable Law. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

12.02 Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

CITY:

City of College Station
Attn: Fire Department
P.O. Box 9960
College Station, Texas 77842
ckelly@cstx.gov

CONSULTANT:

Intterra, Inc.
Attn: Robert Edson
3740 Dacoro Ln. #200
Castle Rock, CO 80109
robert.edson@intterragroup.com

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

12.05 Waiver. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.06 Assignment. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

12.07 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

12.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

12.09 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.11 Effective. This Contract goes into effect when duly approved by all the parties hereto.

12.12 To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel.** If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms.** If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies.** Subject to § 2274.002 Texas Government Code Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A.** Scope of Work
- B.** Payment Schedule
- C.** Certificates of Insurance

INTERRA, INC.

By: _____
Robert Edson,
Chief Sales and Marketing Officer
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A Scope of Work

(GSA) Contract# GS-35F-307BA

Sequence of Events to Integrating with the Intterra Data Center

1. Introductory Call

Persons: Client - Project Manager; Intterra - Account Manager The goals of this meeting are:

- Introduction of Project Team members (Client and Intterra) – what to expect through onboarding, priorities and goals, roles and responsibilities, & discussion on competing projects.
- High-level walk-through of the onboarding process documentation and anticipating project timing.
- Discuss what is required to fill out and return the Technical Landscape Survey - Submit to: support@intterragroup.com and CC your Intterra Account Manager. This survey will determine what personnel are needed on the tech calls for data integration.
- Define your integration team – this will consist of individuals who knows the CAD or RMS data and someone who knows how to connect to the data (IT Support). In some cases, this may be the same person.

2. Technical Integration Kick-Off Meeting

Persons: Client - Project Manager, Data Analyst, GIS Lead; Intterra – Account Manager, Onboarding Specialist, GIS Lead

Prerequisites:

1. Completed Technical Landscape survey delivered to Intterra
2. Proactive review of the links below by the Client Technical Team is encouraged

This is a high-level meeting that concludes with one decision and homework for both parties. The goals of this meeting are:

Review Intterra GIS Requirements document and answer any questions.

- Define how to set up the pipeline for your CAD (Operations Module) or RMS (Reporting & Analytics Module) data to flow into the Intterra Data Center. The following ingest methods are supported:
- *Data Shipping App (DSA)* is an installable agent developed by Intterra to perform differential queries against ODBC data sources and sent the data to Intterra's DC API. It is open source so your IT Administrators can be confident in its security.
- This type of integration is best suited for situations in which there is neither an existing webhooks architecture or an external API provided by the CAD or RMS system. Find out more here: Intterra Data Shipping Application (DSA)
- *Direct API POST* is a type of integration in which a client can choose to send data from CAD or RMS the Intterra DC API using their own solution, such as an existing webhook subscription provided by the CAD or RMS vendor. More information can be found here:

Submit a POST request to the Intterra Data Center API, and here: [Intterra Data Center API](#)

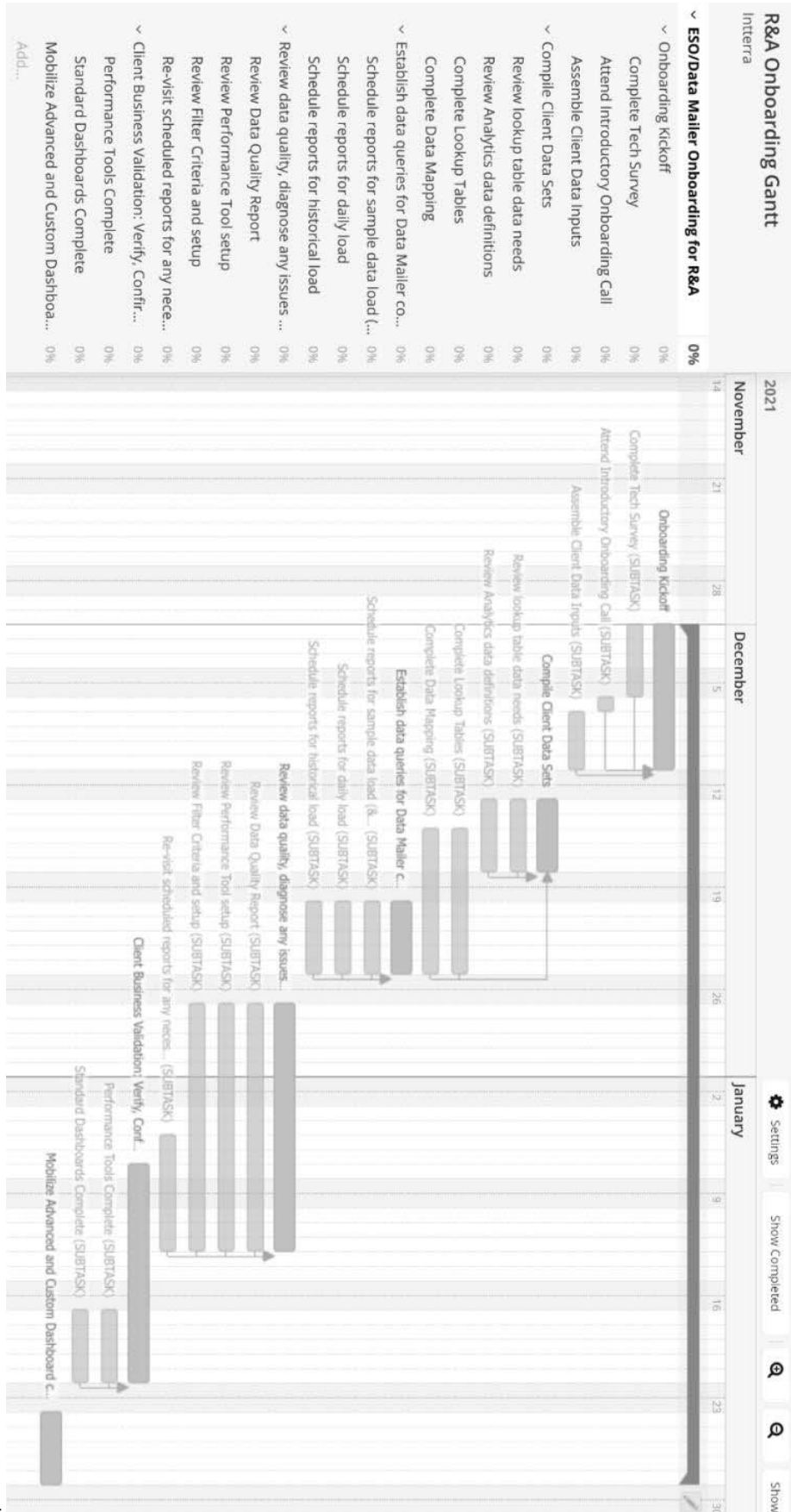
- *Data Runner* is an Intterra-hosted way of scheduling API requests to a CAD or RMS system so that the data will be correctly formatted and sent to Intterra. This is optimal when a CAD or RMS system has an existing, secure API.
- *Data Mailer* is used for clients using Image Trend or ESO RMS systems. This is a process where the client establishes a set of scheduled reports that are emailed to the Data Center.
- Additional information your team needs to complete the next steps: Review the
- Client Data Lookup Tables before the next meeting. Review the SitStat Data Definitions (CAD) and/or the Analytics Data Definitions (RMS) and complete the field mapping matrix.
- First draft of the query to get the required and desired data elements from your CAD or RMS tables to ingest into the Intterra Data Center: this must be a
- collaborative effort. You know your data and we know ours.
- To facilitate this, please prepare a first draft of a query that extracts your data elements.
- In preparation for ongoing Technical Integration Meetings, please provide the following: Any field definitions that you have available from your CAD or RMStables.
- Sample datasets from your CAD and/or RMS tables. We will discuss this requirement in the kick-off meeting.

3. Ongoing / Regular Technical Integration Meetings

Persons: Client IT Professionals (CAD, RMS, GIS Subject Matter Experts, etc); Intterra – Onboarding Specialist

Prerequisites: Completion of Action Items from the Technical Integration Kick-Off Meeting

- An ongoing cadence of work sessions will be established to ultimately achieve all integration and onboarding requirements. Examples of activities to be performed include but are not limited to:
- Establish Connectivity between Organizations.
- Install DSA, applicable only if this is how you are piping data into the Intterra Data Center.
- Test and alter queries and assure data elements are all accounted for. Data Mapping
- Completion of Look Up Tables
- Ensure data is flowing in properly and diagnose any failures.
- The Intterra Integration and Onboarding Team will lead and support the client throughout the process to achieve all goals.
- GANTT Chart- (Dates are tentative based on contract finalization)



Budgetary Proposal:

Reporting & Analytics

Prepared for



October 18, 2021

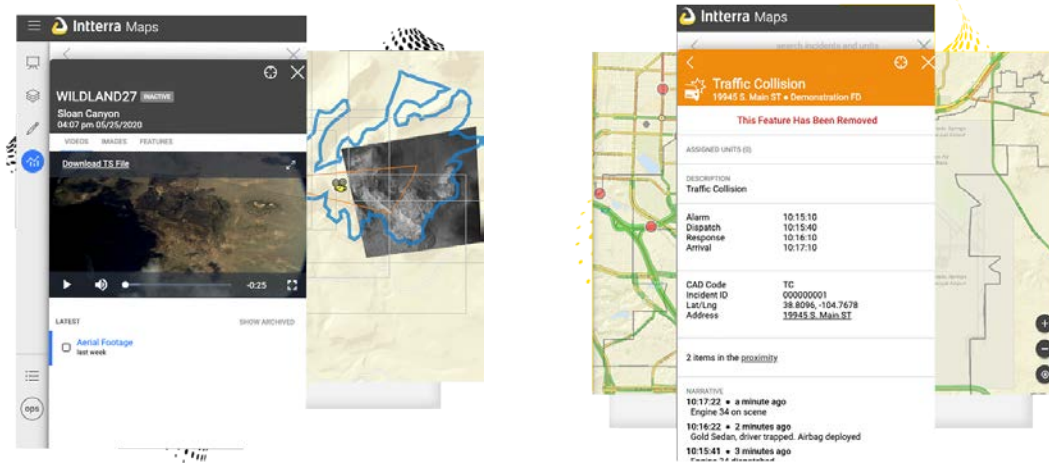


Prepared by
Robert Edson- Chief Sales & Marketing Officer
Robert.Edson@intterragroup.com
303-929-6717

Intterra Operations

Contract No.22300184
Intterra Technology Services Contract
CRC 01-10-2021

Real time situational awareness, better decisions, better support



Intterra is a decision support engine for the fire service. From a company officer in a rig to the chief's desk, Intterra Operations is all about providing simple, intuitive access to real-time information they need to make decisions.

A company officer has to prepare his crew for the situation they'll face in an average of 3-5 minutes on the ride to the call. He can't do that if he's moving back and forth between applications looking for the data he needs to prepare his team to dismount and handle what's in front of them.

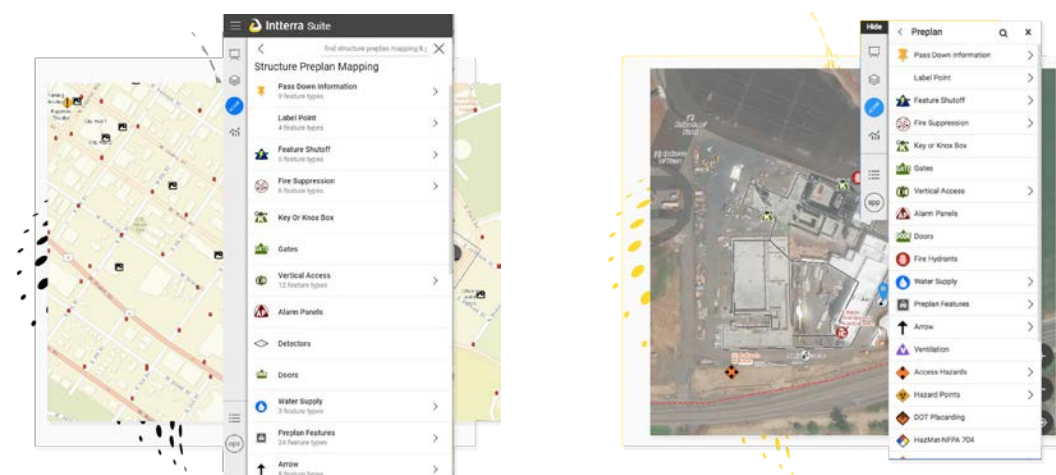
Intterra Operations is used all day, every day by the line. Its core mission is situational awareness; a common operating picture to minimize the "swivel chair" in an apparatus or with the Incident Commander. With the Operations module, your team is able to see the data they need in one place. Some examples of the data available include:

- CAD data
- AVL data
- Real-time incident routing
- Unit status updates in real time
- View all available/assigned resources
- Instant access to your agency GIS data layers such as Hydrants and Critical Infrastructure
- Regional data sharing for interoperability and mutual aid response.

And more...

Intterra Preplanning

Create Dynamic, Real-time Preplans – Never be out of date again



Most solutions are not all-hazards capable like Intterra Preplanning is. From structure fires to wildland fires, active shooter events, or special events we make pre-planning simple, effective and usable by the line every day.

Special event planning of any kind is now simple, effective and shareable, from road closures for the local farmers market to complex large scale events like a Super Bowl. Special events can be pre-planned and scheduled by the phase of the event as well- road closures.

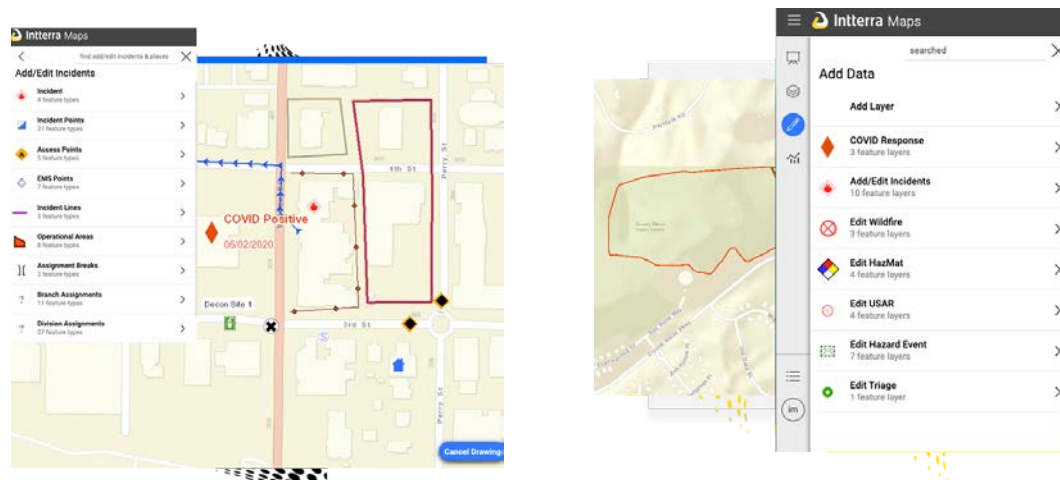
Existing pre-plan documents can be uploaded into the system, making sure that implementing Intterra preplanning leverages work already done, as well as other documents or media sources that might be useful to a responding crew.

Best of all, it's real-time SaaS, meaning the pre-plan data they capture right now, is instantly available to all users.

- Capture data with ease and simplicity
- Pre-structured forms simplify data capture
- Stay current with simple on the fly editing capabilities
- Instantly upload photographs
- Upload floor plans, IAP's HAZMAT lists or other pertinent data
- Easily share with mutual aid cooperators regionally.

Intterra Incident Management

Your all hazards common operating picture



Intterra Incident Management is an all-hazards real-time tactical battle map for use during any kind of event: wildfires, floods, hurricanes, tornadoes, Urban Search & Rescue, and more.

Provide real-time information to the incident commander, a crew in the field, the dispatch center and the EOC seamlessly. Use the system to brief the media and the public with up to the minute details like evacuations and current status.

Intterra Incident Management allows for the capture of data in the field, making that information instantly available to all users. Damage assessments, fire lines, division and battalion assignments, bridge weight ratings, storm tracks - you name it, Intterra can help you manage it.

- Detailed incident maps you can edit in real time – from the EOC or in the field
- Briefing Tool for disseminating key information to cooperators, stakeholders, the media or the public
- Triage tool to make quick decisions
- Damage Assessments built into the same tool you use for managing the incident
- Real time, instantly shareable

Intterra Reporting & Analytics

Data-Driven decision support for your agency



“I don’t know what I don’t know.” - Fire Chief

More and more of our Fire Chiefs say this is what keeps them up at night. Intterra Reporting & Analytics gives you transparent, reliable visibility into your department’s data.

Becoming data-driven doesn’t mean doing reporting for the sake of reporting; it means having easy access to data sets you need whether you are focused on accreditation, ISO audits, budget justification, or performance accountability. Intterra provides more than just a spreadsheet of incomprehensible numbers filled with outliers to scrub out- it’s an interactive tool that allows the entire department to not only understand the data but more importantly to understand why the data matters.

Company officers or battalion chiefs can drill into metrics immediately rather than waiting for the monthly or quarterly reports that take dozens of man-hours to produce. From department-level overviews to granular data about any given apparatus on a shift, Intterra Reporting & Analytics has you covered.

Most reporting tools are complex and hard to use. You have to know exactly what you’re looking for, then go write a query. In most cases, you’ll get back a spreadsheet with outliers and some bad data that has to be manually analyzed, filtered out, and then packaged.

“Intterra takes all of that pain away, literally taking weeks of work and making it happen in seconds.” - Battalion Chief, CA department

Subscription Options

**Government Services Organization (GSA) Contract# GS-35F-307BA,
Expiration: 4/4/2034**

Intterra Reporting & Analytics- Standard (GSA pricing) **\$16,503.78**

Reporting & Analytics Standard Tools

- Includes the following standard dashboards (7 dashboards):
 - o YTD Summary
 - o Quarterly Performance Overview
 - o Final Situation Found
 - o First Arriver Performance
 - o Unit Performance
 - o Weekly Unit Response Summary
 - o Station Metrics
 - o 2 Geospatial Performance Tools:
 - Unit Performance
 - Incident Performance

Intterra Reporting & Analytics- Advanced (optional annual add on) **\$6,000.00**

- Includes 3 additional dashboards from the following list:
 - o Geospatial area-based report
 - o Reliability report
 - o Committed Units
 - o Donut dashboard
 - o Station report
 - o Ambulance details & Wall Time

5 year agreement recurring SaaS fee schedule

Year 1	\$27,003.78
Year 2	\$22,503.78
Year 3	\$23,066.37
Year 4	\$23,178.89
Year 5	\$23,403.93

Custom Dashboard retainer (Onetime fee) **\$15,000.00**

Custom dashboard scoping & development is a onetime fee that allows the agency to work directly with our development team to scope & build custom dashboards for things like ERF. Each dashboard will be scoped & agreed to prior to building. Once delivery is complete, billing against the retainer for that dashboard will occur. Depending on complexity of the build, a not to exceed annual maintenance fee of 15% of the development cost will be applied to the annual subscription to support ongoing maintenance and support of custom dashboards.

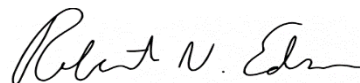
One-time setup/implementation fees:

Analytics & Reporting (Includes 1 RMS Feed) **\$4,500.00**

**Any custom retainer fees not utilized will be credited to the following year subscription or retained for future custom dashboard development at the request of the agency.*

**Intterra reserves the right to increase annual SaaS subscriptions not to exceed 2.5% per year, unless a multi-year commitment is in place.*

Approved by (Intterra):



Robert Edson
Chief Sales & Marketing Officer
Dated : 1-18-2022

Approved by (Client):

Bryan Woods, City Manager
City of College Station
Dated:

Refer to Supplemental Contract Information:

- (1) Intterra Terms of Use Agreement_2019
- (2) Intterra End User License Agreement_2019
- (3) Intterra Website Privacy Policy_2019



End User License/Service Agreement (the “Agreement”)

IMPORTANT READ CAREFULLY: This Agreement is a legal and binding agreement between you (“You” or “Your”) and Intterra, Inc. (“INTTERRA”) for the suite of information services that you are about to Login to and/or install (on Your computer or servers) and any related materials, documentation, updates or modifications that may be provided to You by INTTERRA or its licensees or agents, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively, the “Software”). Your access to the Software may be deployed through a software- as-a-service (“SaaS” or “Cloud”) format whereby the Software is hosted on third party servers (referenced as the “Service”). When used properly, the Software compiles data provided by You, partner agencies and organizations that provide you data, and external sources which you authorize to generate a timely, graphic, multi-functional, depiction of incident and performance information. The Software is provided subject to the limitations, restrictions and disclaimers of liability set forth below.

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IF YOU DO NOT WANT TO BECOME A PARTY TO THIS AGREEMENT OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE “I ACCEPT” BUTTON OR INSTALL OR USE ANY PART OF THE SOFTWARE OR SERVICE, AND YOU WILL NOT BE LICENSED TO THE SOFTWARE OR BE AUTHORIZED TO USE ANY PART OF THE SERVICE.

Under this Agreement, You are obtaining a single (1) instance of the software for use on one (1) machine; or a service access right to access and use the Service, as defined below.

1. Rights.

- (a) Single Instance License. Subject to Your compliance with the terms and conditions of this Agreement, INTTERRA hereby grants to You either:

(i) a limited, non-sublicensable, non-transferable, non-exclusive license to:

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- (B) make one copy of the Software in machine readable form solely for archival back-up purposes, provided You reproduce INTTERRA’s copyright proprietary legends in any such copy; or

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Questions concerning this Agreement should be sent to the address set forth below. Any notices or correspondences will only be effective if sent to such address.

Intterra, Inc.
3740 Dacoro Lane, Suite 200C Castle Rock, CO 80109



TERMS OF USE AGREEMENT

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

INTRODUCTION

Purpose of Terms of Use Agreement

The mission of Intterra is to compile analytical data for first responders, emergency management personnel, situation commanders and others with timely, graphic, multi- functional, depictions of an ongoing incident. To achieve our Mission, we provide certain software products, including the Intterra Product Modules, SituationAnalyst and Field Tool (collectively the “Software”) and/or Internet or cloud-based services through the Software, this website, mobile applications or other websites owned or operated by Intterra, Inc. (collectively, the “Services”) to help You analyze and monitor incidents.

Scope and Intent of Terms of Use Agreement

You agree that by registering on Intterra, or by using our Services you are entering into a legally binding agreement with Intterra, Inc., a Nevada corporation based on the terms of this Terms of Use Agreement and the Intterra Privacy Policy, which is hereby incorporated by reference (collectively referred to as the “Agreement” or “Terms of Service”) and becoming a Software or Services user (“User”).

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- (b) In order to access some features of the Services, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Intterra immediately of any breach of security or unauthorized use of your account. Although Intterra will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Intterra or others due to such unauthorized use.
- (c) You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to the servers operating the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Intterra grants the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Intterra reserves the right to revoke these exceptions either generally or in specific cases.
- (d) You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems and/or the navigation systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Services with respect to their User Submissions (see Section 5 below).
- (e) Intterra may permanently or temporarily terminate, suspend, or otherwise refuse to permit Users' access to the Services without notice and liability, if, in Intterra's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Services; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that User does not have a right to make available under any law or under

contractual or fiduciary relationships; (ix) interfere with the proper working of the Services; or, (x) bypass the measures we may use to prevent or restrict access to the Services. Upon termination for any reason, User continues to be bound by this Agreement.

- (f) For individual Users, the Services and Content generated by it, including any maps, navigation information, photographic imagery and other data, is made available for your personal, non-commercial use only. For business Users, the Services and data generated by it, including maps, navigation information, photographic imagery and other data is made available for your internal use only and may not be commercially redistributed.

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5. User Submissions

- (a) The Services may now or in the future permit the submission of images, sounds, videos, images, maps, charts, overlays, data, or other communications submitted by you and other Users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Intterra does not guarantee any confidentiality with respect to any User Submissions. Notwithstanding this provision, data that is submitted specific to Your hosted instance of the Software is considered your private data and not considered a User Submission to the Services.
- (b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Intterra to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Services and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Intterra, you hereby grant Intterra a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of (which Intterra shall be the sole and exclusive owner), display, perform and otherwise exploit the User Submissions in connection with the Services and Intterra' (and its successor's) business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any

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- (c) In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Intterra all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Intterra or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. Intterra does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Intterra expressly disclaims any and all liability in connection with User Submissions. Intterra does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Intterra will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights. Intterra reserves the right to remove Content and User Submissions without prior notice. Intterra will also terminate a User's access to the Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the Services more than twice. Intterra also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. Intterra may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.
- (d) In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Intterra's Designated Agent to receive notifications of claimed infringement is:

Attn: Brian Collins CEO Intterra, Inc.
3740 Dacoro Lane, Suite 200C Castle Rock, CO 80109 brian.collins@intterragroup.com

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- (e) You understand that when using the Services, you may be exposed to User Submissions from a variety of sources, and that Intterra is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Intterra with respect thereto, and agree to indemnify and hold Intterra, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.
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11. No Third-Party Beneficiaries

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12. Ability to Accept Terms of Use

By your use of the Services, you affirm that you are either are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services. There are lots of other great Services for you. Talk to your parents about what Services are appropriate for you. Minors over the age of 13 must ask their parents or guardians for permission before using or visiting the Services or sending any personal information to anyone over the Internet.

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Intterra, Inc.
3740 Dacoro Lane, Suite 200C
Castle Rock, CO 80109 10 January 2017



INTTERRA PRIVACY POLICY

Revised 29 January 2019

Intterra, Inc., a Nevada corporation (“Intterra” or the “Company”) takes your privacy seriously. Please read the following to learn more about our privacy policy. This Privacy Policy should be read in conjunction with Intterra’s Terms of Use, which may be found at <https://www.intterragroup.com/terms-of-use-agreement/>

What This Privacy Policy Covers

- This policy only applies to the publicly accessible website or any other publicly accessible websites owned or operated by Intterra, including portions of the website that are only accessible to free registered users (collectively, the “Website”). This policy does not apply to any third-party websites that might be linked to the Website or to the practices of companies that Intterra does not own or control, or to people that Intterra does not employ or manage. Intterra has no control over, and assumes no responsibility for, the privacy policies or practices of such third-party websites. Information on such third-party websites may be obtained directly from those third-parties, possibly from their websites.
- This policy covers how Intterra treats personal information that Intterra collects and receives from the Website and free online services that may be delivered through the Website (collectively, the “Services”). Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.
- **This policy does NOT apply to any of your private information that is collected, received and/or stored through your use of any Intterra products or fee-based, cloud services, including information related to your current and past use of Intterra Product Modules, Field Tool or SituationAnalyst software (the “Products”).** Use of the Products and the terms and conditions governing your private information are controlled by the terms of Intterra’s Terms of Use and End User License Agreement.

Information Collection and Use

- Intterra collects personal information when you register with Intterra, when you use the Website, and when you download and/or use software provided by Intterra and/or the Website. Intterra may utilize information that it obtains from you to collect additional information about you from business partners or other companies and may combine information that it obtains from you with information from business partners or other companies.
- When you register and/or use software provided by Intterra we may ask for information such as your name, email address, birth date, financial information, , gender, ZIP code, cell phone number, cell phone service provider, current location, places of interest to you, your personal habits, path of travel, occupation, industry, personal interests, and personal

pictures/photographs. When you register with Intterra and/or the Website, and sign in to our Services, you are not anonymous to us.

- For certain public services, we may request credit card or other payment account information which we maintain on secure servers.
- Intterra collects information about your transactions with us and with some of our business partners, including information about your use of Services that we offer.
- Intterra automatically receives and records information from your computer and browser, including your IP address, cookie information, software and hardware attributes, and the page you request.
- Intterra uses information for the following general purposes to: provide Services that you activate or request to you, customize the advertising and content you see, fulfill your requests for other Services, improve our Services, contact you, conduct research, provide anonymous reporting for internal and external clients, and for sale to other clients or third parties in non-aggregated and aggregated forms (but only as set forth below).
- The only way to prevent Intterra from collecting personal information about you is to not use our Website, services or software.
- At anytime you may elect not to receive messages from us. In other words, you may opt out. At any time after your initial registration to receive information from us, you can opt out by sending an email message to info@intterragroup.com with the word "Remove" in the subject field; or

Send mail to the following postal address:

Attn: Intterra, Inc.

3740 Dacoro Lane Suite 200C

Castle Rock, CO 80109

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If Intterra has provided any third-party with your personal information, you will have to contact the third-party directly with any opt-out request.

- **Special Note Regarding Children:** Intterra believes that protecting the privacy of children on the Internet is very important. The Website and the services provided by Intterra and Intterra' software are not designed to attract children under the age of 13, and Intterra does not intentionally collect personal information from such children. Ordering online products, services and information is limited to adults 18 or over. Children should exercise caution before providing personal information online and should discuss with an adult or guardian before doing so. Intterra also urges parents and guardians to consider using one of the low-cost programs designed to protect children while they are online.

Information Sharing and Disclosure

- Intterra may share personal information about you with other people or non- affiliated companies to provide products or services you've requested, to target advertising and content for you to see, when we have your permission, or under the following circumstances:
 - o We provide the information to trusted partners who work on behalf of or with Intterra under confidentiality agreements. These companies may use your personal information to help Intterra communicate with you about offers from Intterra and our marketing partners.
 - o Intterra reiterates that Intterra, the Website and all Intterra Services, and software is not designed or intended to attract children under the age of 13 as users and Intterra does not intentionally collect personal information from such children. However, if a parent/guardian permits their child under age 13 to register with Intterra, to use the Website, and/or to use the Services, then that parent/guardian

is permitting Intterra to collect and use their child's personal information in the same manner set forth herein that Intterra uses any other user's personal information.

- o We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend ourselves against legal claims.
 - o We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Intterra' Terms of Use, or as otherwise required by law.
 - o We transfer information about you if Intterra is acquired by or merged with another company. In this event, Intterra will notify you, by a notice posted in this Privacy Policy, before information about you is transferred and becomes subject to a different privacy policy.
- Intterra may display targeted advertisements and content based on your personal information. Advertisers (including advertisement serving companies) may assume that people who interact with, view, or click targeted advertisements meet the targeting criteria—for example, women ages 18-24 from a particular geographic area. However, not all advertisements and content may be appropriate for you. If you disapprove of advertisements or content targeted to you, your only choice to prevent further such advertisements or content being shown to you is to discontinue use of the Website and Services.

Cookies

- Intterra may set and access cookies on your computer. A cookie is a small data string our server writes to your hard drive. This data string contains your unique user ID for our Website. This technology also allows us to customize your experiences when you visit the Website. For example, we may be able to deliver content specific to your interests, keep track of your online ordering and alert you to new services.
- Intterra may let other companies that show advertisements on some of our pages set and access their cookies on your computer. Other companies' use of their cookies is subject to their own privacy policies, not this one. Advertisers or other companies may have access to Intterra' cookies.
- Intterra collects non-personally identifiable information regarding your visit, usually in the form of cookies, log files, or clear .gif files. Cookies contain a session identification number that our systems use to recall previous authentication or order information from our servers. We may also collect your domain name, IP address, the address of the last URL you visited prior to coming to our Web site, and your browser and platform type. We may use third party navigation and localization services to target advertisements and content based on where you are located. We may use third party tracking services to help us analyze this information in the aggregate to evaluate the effectiveness of our site. In some cases, the information is collected directly by the third party and in others it is forwarded by Intterra to the third party.
- A cookie cannot be used to access or otherwise compromise the data on your hard drive. Your privacy is always protected. However, at any time you may choose to change your browser settings to disable cookies if you do not want us to establish and maintain a unique Ping by Intterra website user ID for you. Please be aware that cookies may be required to complete certain functions on this Web site, such as ordering online. Please consult the instructions provided by your browser provider to change your browser settings, remove cookies or to disable cookies.

Confidentiality and Security

- We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide Services to you or in order to do their jobs.
- We have physical, electronic, and procedural safeguards that comply with federal regulations to protect personal information about you.

Changes to this Privacy Policy

- Intterra may update this policy. We will notify you about significant changes in the way we treat personal information by providing a notice within this Privacy Policy and/or by sending a notice to the primary email address specified in your Intterra account.

Questions and Suggestions

- If you have questions or suggestions you can contact us on our Website or at: Intterra, Inc.
3740 Dacoro Lane
Suite 200 C
Castle Rock, CO 80109

Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the work and written acceptance by the City.

1. Intterra Reporting & Analytics- Standard (GSA pricing) \$16,503.78

Reporting & Analytics Standard Tools

- Includes the following standard dashboards (7 dashboards):
 - o YTD Summary
 - o Quarterly Performance Overview
 - o Final Situation Found
 - o First Arriver Performance
 - o Unit Performance
 - o Weekly Unit Response Summary
 - o Station Metrics
 - o 2 Geospatial Performance Tools:
 - Unit Performance
 - Incident Performance

2. Intterra Reporting & Analytics- Advanced) \$6,000.00

- Includes 3 additional dashboards from the following list:
 - o Geospatial area-based report
 - o Reliability report
 - o Committed Units
 - o Donut dashboard
 - o Station report
 - o Ambulance details & Wall Time

3. 5-year agreement recurring SaaS fee schedule

Year 1	\$27,003.78
Year 2	\$22,503.78
Year 3	\$23,066.37
Year 4	\$23,178.89
Year 5	\$23,403.93

4. Custom Dashboard retainer (Onetime fee) \$15,000.00

Custom dashboard scoping & development is a onetime fee that allows the agency to work directly with our development team to scope & build custom dashboards for things like ERF. Each dashboard will be scoped & agreed to prior to building. Once delivery is complete, billing against the retainer for that dashboard will occur. Depending on complexity of the build, a not to exceed annual maintenance fee of 15% of the development cost will be applied to the annual subscription to support ongoing maintenance and support of custom dashboards.

5. **Analytics & Reporting** one-time implementation fee
 (Includes 1 RMS Feed) **\$4,500.00**

**Any custom retainer fees not utilized will be credited to the following year subscription or retained for future custom dashboard development at the request of the agency.*

**Intterra reserves the right to increase annual SaaS subscriptions not to exceed 2.5% per year, unless a multi-year commitment is in place.*

Exhibit C
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MERTENS INSURANCE AGENCY 715 Zion St Nevada City, CA 95959	CONTACT NAME: SAMANTHA KIRK PHONE (A/C, No, Ext): (530) 265-0621 FAX (A/C, No): (530) 265-0530 E-MAIL ADDRESS: SAMANTHA@MERTENSINSURANCE.COM
INSURED INTTERRA, LLC 3740 DACORO LN 200 CASTLE ROCK, CO 80109	INSURER(S) AFFORDING COVERAGE INSURER A: LLOYDS OF LONDON INSURER B: SECURITY NATIONAL INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ESK0732227505	07/01/21	07/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CYBER LIAB. \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
A	AUTOMOBILE LIABILITY ☐ ANYAUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ESK0732227505	07/01/21	07/01/22	PROPERTY DAMAGE (Per accident) \$
							HIRED/NON-OWN LIMIT \$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	SWC1363524	12/01/21	12/01/22	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			ESK0732227505	07/01/21	07/01/22	2,000,000/2,000,000 DEDUCTIBLE : \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED IN FAVOR OF: CITY OF COLLEGE STATION

WILL MAIL 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION, TEXAS 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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64. Website content accessibility

arising directly or indirectly out of the actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of **your** website content.

65. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** (in respect of cyber incidents, a telephone call to **our** cyber incident response line will constitute notification) as soon as is reasonably practicable and follow their directions. However, in respect of **INSURING CLAUSES 1 (SECTIONS A, B, C, D, E, G and H only) and 3 (SECTION G only)** this notification must be made no later than the end of any applicable extended reporting period; and
- b. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

4. Calculation of business interruption losses

In respect of **INSURING CLAUSES 2 (SECTION G only)** and **5**, in the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including.

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation of the financial loss, **we** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us**. If an

independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of any financial loss sustained by **you** will be final and binding.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a claim under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms and conditions of this Policy, other than a. above.

7. Cross liability and severability

In respect of **INSURING CLAUSE 3** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/1/2021	Policy No.	SWC1363524	Endorsement No.	0
Insured	INTTERRA INC			Premium \$	3,073
Insurance Company	Security National Insurance Company				

Countersigned by _____



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'AR H...', followed by a wavy line.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

DECLARATIONS

POLICY NUMBER: ESK0732227505

UNIQUE MARKET REFERENCES: B087521C9N5051
B087521C9N5053

THE INSURED: Intterra

ADDRESS: 3740 Dacoro Lane
Suite 200
Castle Rock, CO 80109
US

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 01 Jul 2021

THE EXPIRY DATE: 00:01 Local Standard Time on 01 Jul 2022

Broken down as follows:

Premium:	USD10,075.00	Broker Fee:	\$	150.00
Policy Administration Fee:	USD350.00	State Tax:	\$	317.25
		TOTAL:	\$	10,892.25

TECHNOLOGY ACTIVITIES: Software (ASP)

CHOICE OF LAW: Colorado

SERVICE OF SUIT: Mendes & Mount LLP
750 7th Avenue
New York, NY 10019

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Scottish America General Insurance Agency Inc
Licence No. : 405253
2002 E McFadden Ave, Suite 100
Santa Ana
92705

RETROACTIVE DATE(S):

Professional Liability: 01 Jul 2014

REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD
(CYBER AND PRIVACY cover only): 12 months

TIME FRANCHISE: 8 hours

OPTIONAL EXTENDED
REPORTING PERIOD: 12 months for 100% of applicable annualized premium

APPROVED CLAIMS PANEL
PROVIDERS: Wilson Elser
Context Security
Kivu Consulting



Crowdstrike
DOSArrest
Mullen Coughlin
Clyde & Co

CLAIMS MANAGER:

CFC Underwriting Limited
Please report all new claims to:
newclaims@cfcunderwriting.com

CYBER INCIDENT RESPONSE LINE:

In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfcunderwriting.com

WORDING:

Technology (US) v3.1

ENDORSEMENTS:

Complaints Notice (USA)
U.S. Terrorism Risk Insurance Act of 2002 As Amended
Not Purchased Clause
Theft from unattended vehicles exclusion clause
Theft by violent or forcible means clause
Additional Insured Endorsement (Specified Third Party)
Communicable diseases exclusion and property and business interruption amendatory clause
Cyber Risks Clause

DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 in the aggregate

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION B: BREACH OF CONTRACT

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION F: NETWORK SECURITY AND PRIVACY LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability:	USD2,000,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability:	USD2,000,000	each and every claim, including costs and expenses
Deductible:	USD5,000	each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER EVENT COSTS

ALL SECTIONS COMBINED

Aggregate limit of liability:	USD2,000,000	in the aggregate
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SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION C: CYBER CRIME

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION D: THEFT OF PERSONAL FUNDS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION E: EXTORTION

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION F: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION G: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION H: LOSS ASSESSMENT COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability:	USD4,000,000	in the aggregate
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SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION B: PERSONAL AND ADVERTISING INJURY

Limit of liability:	USD2,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION D: POLLUTION LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION E: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION F: MEDICAL EXPENSES

Limit of liability:	USD10,000	each and every claim
Deductible:	USD0	each and every claim

SECTION G: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION H: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION I: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Limit of liability:	USD50,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

INSURING CLAUSE 4: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: CONTENTS DAMAGE

Aggregate amount insured:	USD25,000	
Deductible:	USD1,000	each and every claim

SECTION C: ADDITIONAL CONTENTS

Aggregate amount insured:	USD25,000	
Deductible:	USD1,000	each and every claim

SECTION D: ADDITIONAL EXPENSES

Aggregate amount insured: USD100,000

Deductible: USD1,000 each and every claim

SECTION E: NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

Aggregate amount insured: USD1,000,000

Deductible: USD1,000 each and every claim

SECTION F: ORDINANCE OR LAW

NO COVER GIVEN

INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 6: LOSS MITIGATION

Aggregate limit of liability: USD2,000,000 in the aggregate

Deductible: USD5,000 each and every claim

INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim

COMMERCIAL PROPERTY AND BUSINESS INTERRUPTION SUB-LIMITS

INSURING CLAUSES 4 AND 5 SUB-LIMITS:

The **limit of liability** for:

- a. **INSURING CLAUSE 4 (PROPERTY DAMAGE and CONTENTS DAMAGE sections only); and**
- b. **INSURING CLAUSE 5 (ACTUAL LOSS SUSTAINED and RENTAL INCOME sections only);**

in respect of each building address is subject to the following sub-limit for each and every claim:

	BUILDING ADDRESS	PROPERTY DAMAGE ¹	CONTENTS DAMAGE ²	ACTUAL LOSS SUSTAINED ³	RENTAL INCOME ⁴
1	3740 Dacoro Lane, Suite 100 & 200A&B Castle Rock, CO 80109 US	NO COVER GIVEN	USD25,000	NO COVER GIVEN	NO COVER GIVEN

The **limit of liability** for **INSURING CLAUSE 5 (SECTION A only)** is further sub-limited in respect of the coverage listed below:

- a. damage to the property of one of **your** suppliers, other than a supplier of water, gas, electricity, telephone or internet: USD25,000 each and every claim
- b. failure in the supply of water, gas, electricity, telephone or internet to **your premises** for more than 24 consecutive hours: USD25,000 each and every claim

¹ **PROPERTY DAMAGE** means **INSURING CLAUSE 4, SECTION A**

² **CONTENTS DAMAGE** means **INSURING CLAUSE 4, SECTION B**

³ **ACTUAL LOSS SUSTAINED** means **INSURING CLAUSE 5, SECTION A**

⁴ **RENTAL INCOME** means **INSURING CLAUSE 5, SECTION C**

OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY NUMBER: ESK0732227505

THE INSURED: Intterra

WITH EFFECT FROM: 01 Jul 2021

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 (Amended)
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**

THEFT FROM UNATTENDED VEHICLES EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER: ESK0732227505

THE INSURED: Intterra

WITH EFFECT FROM: 01 Jul 2021

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

Theft from unattended vehicles

for the costs to replace any **contents** stolen from any unattended vehicle.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

THEFT BY VIOLENT OR FORCIBLE MEANS CLAUSE

ATTACHING TO POLICY NUMBER: ESK0732227505

THE INSURED: Intterra

WITH EFFECT FROM: 01 Jul 2021

It is understood and agreed that the following amendments are made to this Policy:

1. The following **EXCLUSION** is added:

Theft

in respect of the **COMMERCIAL PROPERTY INSURING CLAUSE**, arising directly or indirectly out of theft.

However, this **EXCLUSION** will not apply to theft by violent or forcible means.

2. The following is added to the **COMMERCIAL PROPERTY INSURING CLAUSE**, on the Declarations page:

Deductible:	USD1,000	each and every claim arising directly or indirectly out of theft by violent or forcible means
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SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

ADDITIONAL INSURED ENDORSEMENT (SPECIFIED THIRD PARTY)

ATTACHING TO POLICY NUMBER: ESK0732227505
THE INSURED: Intterra
WITH EFFECT FROM: 01 Jul 2021

It is understood and agreed that the following amendments are made to this Policy:

1. The following **DEFINITION** is added:

“**Additional insured**” means:

State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees
(Effective From: 12 Feb 2016)
111- West Washington Suite 100
Phoenix, AZ 85007
US

2. In respect of the “Additional insureds” **CONDITION**, **additional insureds** are included as a **third party**.
3. The following **CONDITION** is added:

Notice of cancelation to additional insureds

If **we** give **you** notice of cancelation in accordance with the “Cancelation” **CONDITION**, **we** will endeavor to provide the same notice of cancelation to the **additional insureds**; however, not doing so will not place any additional liability upon **us**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

COMMUNICABLE DISEASES EXCLUSION AND PROPERTY AND BUSINESS INTERRUPTION AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: ESK0732227505

THE INSURED: Intterra

WITH EFFECT FROM: 01 Jul 2021

It is understood and agreed that the following amendments are made to this Policy:

1. The following part d. is added to the **ACTUAL LOSS SUSTAINED SECTION** of the **BUSINESS INTERRUPTION INSURING CLAUSE**:

d. damage to third party property within the vicinity of **your premises** which prevents access to **your premises**;

2. The following **DEFINITION** is added:

"Cyber error" means

any:

- a. unintentional human error in entering, processing or amending electronic data within any **computer systems** or in the upgrading, maintenance or configuration of any **computer systems**; or
- b. application bug, internal network failure, external network failure or hardware failure directly impacting any **computer systems** which renders them incapable of supporting their normal business function.

"Cyber error" does not mean **cyber event**.

3. The following **EXCLUSION** applies to the **COMMERCIAL PROPERTY, BUSINESS INTERRUPTION** and **COMMERCIAL GENERAL LIABILITY INSURING CLAUSES**:

Communicable diseases

arising directly or indirectly out of, or in any way relating to any actual, threat or fear of any pathogen or disease, including any virus, bacterium, parasite or variation of these, which can be transmitted by any means from any organism to another organism and can cause, or have the potential to cause:

- a. damage to human health or welfare; or
- b. physical damage or destruction to tangible property, including the deterioration, loss of use or reduction in value or marketability of the tangible property.

4. The following **EXCLUSIONS** apply to the **COMMERCIAL PROPERTY**

and **BUSINESS INTERRUPTION INSURING CLAUSES:**

Electronic data

for:

- a. any costs incurred to retrieve, restore, rebuild or recover any electronic data or application, including any costs to reconstitute any electronic data or application; or
- b. that part of any financial loss arising out of, or attributable to in any way, the loss, damage or corruption of any electronic data or application.

Cyber errors

arising directly or indirectly out of any **cyber error**.

However, this Exclusion will not apply to fire or explosion directly caused by any **cyber error**, unless the **cyber error** is directly or indirectly caused by any **cyber event**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**

CYBER RISKS CLAUSE

ATTACHING TO POLICY NUMBER: ESK0732227505

THE INSURED: Intterra

WITH EFFECT FROM: 01 Jul 2021

It is understood and agreed that where **cyber events** or **cyber errors** are not specifically excluded from a Section or Insuring Clause of this Policy, then a claim arising out of a **cyber event** or **cyber error** which is otherwise covered under that Section or Insuring Clause will be payable, subject to all other terms, conditions and exclusions of this Policy.

It is further understood and agreed that the following **DEFINITION** is added:

"Cyber error" means

any:

- a. unintentional human error in entering, processing or amending electronic data within any computer systems or in the upgrading, maintenance or configuration of any **computer systems**; or
- b. application bug, internal network failure, external network failure or hardware failure directly impacting any **computer systems** which renders them incapable of supporting their normal business function.

"Cyber error" does not mean **cyber event**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

February 24, 2022
Item No. 7.6.
Replacement of Traffic Unit Motorcycles

Sponsor: James Arnold, Police Lieutenant

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on purchasing five (5) police motorcycles from The Ranch Harley-Davidson for \$129,724.60 and the trade-in of five (5) existing 2019 police motorcycles to The Ranch Harley-Davidson for \$35,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Recommend award to the sole, responsible bidder meeting the specifications, The Ranch Harley-Davidson of College Station and acceptance of the trade offer on the five (5) retired 2019 model motorcycles.

Summary: This purchase is to replace five (5) Harley Davidson police motorcycles which have been purchased on a three-year cycle. We received only one bid from The Ranch Harley Davidson of College Station, TX. The Ranch Harley-Davidson of College Station performs all mechanical maintenance at their local dealership. The Ranch Harley-Davidson has also offered to take our 2019 motorcycles in trade at \$7,000 each. This will significantly reduce staff's time and cost associated with selling these motorcycles through a municipal or private auction company.

Budget & Financial Summary: The purchase of these motorcycles will be funded out of the Equipment Replacement Fund. The total purchase amount of \$129,724.60 includes five (5) 2022 motorcycles and costs associated with: the installation of City-owned equipment, the provision and installation of Harley Davidson equipment. As part of the bid, The Ranch Harley Davidson of College Station has agreed to \$7,000 trade-in allowance for five (5) 2019 Harley Davidson police motorcycles for a total of \$35,000.

Contingent upon City Council approval of the purchase of the motorcycles and trade in agreement, additional purchases, totaling approximately \$52,951.19 will also be required to complete the customization of each unit for law enforcement use. Approximately \$31,772.99 will be for purchases with various vendors for miscellaneous accessories and services and \$21, 178.20 will be for law enforcement equipment (lights, speakers, etc) that will be purchased from G.T. Distributors through the Buy board Purchasing Cooperative. (Contract # 680-AI)

\$175,000 was included in the FY22 Approved Budget for the purchase of five (5) motorcycles. The total purchase of five (5) motorcycles and associated equipment is approximately \$182,675.79. This total is prior to the credit given to the City for the trade-in value of the motorcycles at \$35,000. After purchase of the motorcycles and credits for the trade-in motorcycles the total cost will be about \$147,675.79. This is a savings cost of \$27,324.21.

Attachments:

1. Motorcycles Tabulation 3



CITY OF COLLEGE STATION

City of College Station - Purchasing Division
Bid Tabulation for #22-037
"Purchase of Five (5) Police Motorcycles"
Open Date: Tuesday, December 21, 2021 @ 2:00 p.m.

				The Ranch Harley-Davidson (College Station, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
BASE BID					
1	5	EA	2022 Harley Davidson Road King Motorcycle or Equal	\$16,831.00	\$84,155.00
2	5	EA	Cost to provide/install miscellaneous equipment	\$7,863.92	\$39,319.60
3	5	EA	Cost to uninstall miscellaneous equipment on existing trade-ins	\$1,250.00	\$6,250.00
TOTAL BASE BID				\$129,724.60	
ADD/DEDUCT BID ITEMS					
A.1	5	EA	Deduct: Guaranteed repurchase price for the 2022 motorcycles at the end of three (3) years	\$7,000.00	\$35,000.00
A.2	5	EA	Deduct: Trade-in price for five (5) existing 2019 Harley Davidson Road King motorcycles	\$7,000.00	\$35,000.00

NOTES:

Each motorcycle shall be provided with a three-year full factory warranty, covering parts and labor for any defects in design, materials, or workmanship regardless of the amount of miles accumulated during this time period.

February 24, 2022
Item No. 7.7.
Opioid Claims Settlement

Sponsor: Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Endo Pharmaceuticals et al. and authorization for the Mayor to execute the Release on behalf of the City

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Release and authorization for the Mayor to execute the Release on behalf of the City.

Summary: A proposed Texas settlement agreement has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., Endo International Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. ("Endo"). The proposed settlement requires Endo to pay \$63 million to Texas and its political subdivisions. Of the settlement amount, approximately \$56 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The settlement also contains injunctive relief provisions governing opioid marketing and sales practices. The State estimates College Station, by participating in the settlement, may realize a lump sum payment of approximately \$12,000 in settlement funds in the near future. College Station has experienced the negative effects of the opioid crisis, as have other cities, counties, and other subdivisions, both in Texas and nationwide. Settlement funds can benefit the City by providing additional resources to combat this crisis

Budget & Financial Summary: Funds will be included in a budget amendment when received.

Attachments:

1. ENDO TX Subdivision Release Form

Exhibit A

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

February 24, 2022
Item No. 7.8.
Opioid Claims Settlement

Sponsor: Carla Robinson, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a Texas Subdivision and Special District Election and Release Form with Teva Pharmaceutical Industries and authorization for the Mayor to execute the Release on behalf of the City.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Release and authorization for the Mayor to execute the Release on behalf of the City.

Summary: A proposed Texas settlement agreement has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Teva Pharmaceutical Industries (“Teva”). The proposed settlement requires Teva to pay \$131.5 million to Texas and its political subdivisions. Teva will also be contributing \$75 million in Narcan to Texas. The settlement also contains injunctive relief provisions governing opioid marketing and sales practices. The State estimates College Station, by participating in the settlement, may realize a direct payment totaling \$28,862.34. The proceeds will be paid over a 15-year period with 1/3 of the money in year 1. College Station has experienced the negative effects of the opioid crisis, as have other cities, counties, and other subdivisions, both in Texas and nationwide. Settlement funds can benefit the City by providing additional resources to combat this crisis.

Budget & Financial Summary: Funds will be included in a budget amendment when received.

Attachments:

1. TEVA TX Subdivision Release Form

Exhibit B

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

February 24, 2022
Item No. 7.9.
Purchase of Three-Phase Padmount Transformers

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of the City's purchase of Three-Phase Padmount Transformers with estimated expenditures in amounts not to exceed \$1,826,822, awarded to Techline, Inc.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of the purchase of these transformers with Techline, Inc. This purchase is comparable with quantities of previous fiscal years' history for city-wide electrical warehouse needs.

Summary: Staff issued Bid #22-043 on February 2, 2022, for Electric Three-Phase Padmount Transformers, and the bid was opened on February 18, 2022. Six (6) responsive proposals were received and were reviewed by Electric staff to ensure the compliance of required specifications. The previous bid, 22-035, was partially awarded and Bid 22-043 was issued as a resubmittal of the unawarded lines. Bid award was chosen based solely on lead time.

Staff is requesting approval to award Bid 22-043 to Techline Inc. in the amount of \$1,826,822.00.

Upon Council approval, staff will issue purchase orders to the Vendor as Electric Warehouse manages inventory restock throughout the year.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued for specific projects.

Attachments:

1. 22-043 3PH

Stainless Steel				EHV Solutions, LLC.			KBS ELECTRICAL DIST.			Priester-Mell & Nicholson Inc.			TEC			Techline, Inc.		
Line #	KVA	Secondary Voltage	QTY	WEG			WEG			WEG			Ermco			Howard Industries		
				Unit Price	Extended	Lead Time (Weeks)	Unit Price	Extended	Lead Time (Weeks)	Unit Price	Extended	Lead Time (Weeks)	Unit Price	Extended	Lead Time (Weeks)	Unit Price	Extended	Lead Time (Weeks)
1	45	120/208	10	\$ 21,020.00	\$ 210,200.00	90-92	\$ 23,886.00	\$ 238,860.00	90-92	\$ 21,449.00	\$ 214,490.00	92	\$ 17,662.00	\$ 176,620.00	82	\$ 21,172.00	\$ 211,720.00	22-24
2	75	120/208	12	\$ 22,826.00	\$ 273,912.00	90-92	\$ 25,938.00	\$ 311,256.00	90-92	\$ 23,292.00	\$ 279,504.00	92	\$ 19,305.00	\$ 231,660.00	82	\$ 23,777.00	\$ 285,324.00	22-24
3	112.5	120/208	8	\$ 24,607.00	\$ 196,856.00	90-92	\$ 27,962.00	\$ 223,696.00	90-92	\$ 25,109.00	\$ 200,872.00	92	\$ 21,294.00	\$ 170,352.00	82	\$ 25,760.00	\$ 206,080.00	22-24
4	150	120/208	4	\$ 26,354.00	\$ 105,416.00	90-92	\$ 29,948.00	\$ 119,792.00	90-92	\$ 26,892.00	\$ 107,568.00	92	\$ 25,120.00	\$ 100,480.00	82	\$ 28,095.00	\$ 112,380.00	22-24
5	225	120/208	4	\$ 29,180.00	\$ 116,720.00	90-92	\$ 33,160.00	\$ 132,640.00	90-92	\$ 29,776.00	\$ 119,104.00	92	\$ 30,517.00	\$ 122,068.00	82	\$ 32,725.00	\$ 130,900.00	22-24
6	300	120/208	5	\$ 32,802.00	\$ 164,010.00	90-92	\$ 37,275.00	\$ 186,375.00	90-92	\$ 33,472.00	\$ 167,360.00	92	\$ 40,648.00	\$ 203,240.00	82	\$ 39,432.00	\$ 197,160.00	22-24
7	500	277/480	5	\$ 44,672.00	\$ 223,360.00	90-92	\$ 50,763.00	\$ 253,815.00	90-92	\$ 45,584.00	\$ 227,920.00	92	\$ 18,782.00	\$ 93,910.00	82	\$ 51,950.00	\$ 259,750.00	22-24
8	112.5	277/480	3	\$ 23,801.00	\$ 71,403.00	90-92	\$ 27,047.00	\$ 81,141.00	90-92	\$ 24,287.00	\$ 72,861.00	92	\$ 20,639.00	\$ 61,917.00	82	\$ 25,031.00	\$ 75,093.00	22-24
9	150	277/480	4	\$ 24,992.00	\$ 99,968.00	90-92	\$ 28,400.00	\$ 113,600.00	90-92	\$ 25,502.00	\$ 102,008.00	92	\$ 23,775.00	\$ 95,100.00	82	\$ 27,275.00	\$ 109,100.00	22-24
10	225	277/480	3	\$ 27,614.00	\$ 82,842.00	90-92	\$ 31,380.00	\$ 94,140.00	90-92	\$ 28,178.00	\$ 84,534.00	92	\$ 27,809.00	\$ 83,427.00	82	\$ 31,145.00	\$ 93,435.00	22-24
11	300	277/480	4	\$ 30,750.00	\$ 123,000.00	90-92	\$ 34,943.00	\$ 139,772.00	90-92	\$ 31,378.00	\$ 125,512.00	92	\$ 35,560.00	\$ 142,240.00	82	\$ 36,470.00	\$ 145,880.00	22-24
				Total	\$ 1,667,687.00		Total	\$ 1,895,087.00		Total	\$ 1,701,733.00		Total	\$ 1,481,014.00		Total	\$ 1,826,822.00	

Mild Steel				Techline, Inc.		
Line #	KVA	Secondary Voltage	QTY	Howard Industries		
				Unit Price	Extended	Lead Time
1	45	120/208	10	\$ 18,398.00	\$ 183,980.00	22-24
2	75	120/208	12	\$ 20,755.00	\$ 249,060.00	22-24
3	112.5	120/208	8	\$ 23,210.00	\$ 185,680.00	22-24
4	150	120/208	4	\$ 25,175.00	\$ 100,700.00	22-24
5	225	120/208	4	\$ 29,796.00	\$ 119,184.00	22-24
6	300	120/208	5	\$ 37,466.00	\$ 187,330.00	22-24
7	500	277/480	5	\$ 48,647.00	\$ 243,235.00	22-24
8	112.5	277/480	3	\$ 22,572.00	\$ 67,716.00	22-24
9	150	277/480	4	\$ 24,805.00	\$ 99,220.00	22-24
10	225	277/480	3	\$ 28,730.00	\$ 86,190.00	22-24
11	300	277/480	4	\$ 33,008.00	\$ 132,032.00	22-24
				Total	\$ 1,654,327.00	

February 24, 2022
Item No. 8.1.
200 Live Oak Street Public Utility Easement Abandonment

Sponsor: Anthony Armstrong

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding approving an ordinance vacating and abandoning a 1,625 square foot portion of the variable width 2,763 square foot Public Utility Easement, said portion lying near the southeast property line of 200 Live Oak Street according to the Public Utility Easement recorded in Volume 9527, Page 193, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desired change in the site layout for a proposed project on the property. This original easement was dedicated in March of 2010 for a proposed project that never materialized. The new project proposed on the property requires that the electrical transformers be moved from their original locations and other site improvements be located in the areas proposed to be abandoned.

The 1,625 square foot public utility easement is located near the southeastern property line of 200 Live Oak Street, which is located at the intersection of Live Oak Street and Eisenhower Street.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 1,625 SQUARE FOOT PORTION OF A VARIABLE WIDTH 2,763 SQUARE FOOT PUBLIC UTILITY EASEMENT, SAID PORTION LYING NEAR THE SOUTHEAST PROPERTY LINE OF 200 LIVE OAK STREET, ACCORDING TO THE PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 9527, PAGE 193 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 1,625 square foot portion of the variable width 2,763 square foot Public Utility Easement, said portion lying near the southeast property line of 200 Live Oak Street according to the Public Utility Easement recorded in Volume 9527, Page 193 of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



FIELD NOTES DESCRIPTION
OF A
0.0373 ACRE PORTION OF AN
EXISTING PUBLIC UTILITY EASEMENT (9527/191 OPRBCT)
RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.0373 ACRES IN THE RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 2,763 SQUARE FOOT PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 9527, PAGE 191 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.0373 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with maroon plastic cap stamped 'RPLS 6132 ATM SURV' found on the southwest line of Eisenhower Street (50' wide right-of-way, 126/133 DRBCT), at the east corner said public utility easement (PUE), same being the east corner of a called 0.9163 acre tract of land conveyed to BB Developers, LLC in Volume 17106, Page 268 (OPRBCT), from which the City of College Station monument CS94-122 bears N 18° 13' 41" E, a distance of 1,905.70 feet;

THENCE, with the northeast line of said PUE and said 0.9163 acre tract, same being the southwest line of Eisenhower Street, **N 49° 29' 21" W**, for a distance of **6.00 feet** to the **POINT OF BEGINNING** hereof;

THENCE, through said PUE, 6.00 feet from and parallel to the southeast line of said PUE, **S 40° 04' 10" W**, for a distance of **206.21 feet** to the south corner hereof in the southwest line of said PUE and said 0.9163 acre tract, from which a 5/8 inch iron rod found on the northwest line of Lot 3, Texas 707 Subdivision recorded in Volume 2740, Page 227 (ORBCT) at the south corner of said PUE and said 0.9163 acre tract and the east corner of a called 0.98 acre tract of land conveyed to BRE/LQ TX Properties L.P. in Volume 7153, Page 209 (OPRBCT) bears S 47° 51' 34" E, a distance of 6.00 feet;

THENCE, with the southwest line of said PUE and said 0.9163 acre tract, and the northeast line of said 0.98 acre tract, **N 47° 51' 34" W**, for a distance of **4.00 feet** to the most westerly corner of said PUE, from which a 5/8 inch iron rod with yellow plastic cap stamped 'KERR 4502' found on the southeast side of Live Oak Street, at the common west corner of said 0.9163 acre tract and said 0.98 acre tract bears N 47° 51' 34" W, a distance of 186.94 feet;

THENCE, with the northwest line of said PUE, the following nine (9) courses and distances:

- 1) **N 40° 04' 10" E**, a distance of **47.59 feet** to a point;
- 2) **N 49° 55' 50" W**, a distance of **20.00 feet** to a point;
- 3) **N 40° 04' 10" E**, a distance of **20.00 feet** to a point;
- 4) **S 49° 55' 50" E**, a distance of **20.00 feet** to a point;
- 5) **N 40° 04' 10" E**, a distance of **98.04 feet** to a point;

- 6) **N 49° 55' 50" W**, a distance of **20.00 feet** to a point;
- 7) **N 40° 04' 10" E**, a distance of **20.00 feet** to a point;
- 8) **S 49° 55' 50" E**, a distance of **20.00 feet** to a point;
- 9) **N 40° 04' 10" E**, a distance of **20.46 feet** to a point on the southwest right-of-way line of Eisenhower Street and the northeast line of said 0.9163 acre tract, at the north corner of said PUE and the north corner hereof, from which a 1/2 inch iron rod with maroon plastic cap stamped 'RPLS 6132 ATM SURV' found at the north corner of said 0.9163 acre tract bears **N 49° 29' 21" W**, a distance of 185.27 feet;

THENCE, with the northeast line of PUE and said 0.9163 acre tract, same being the southwest line of Eisenhower Street, **S 49° 29' 21" E**, for a distance of **4.00 feet** to the **POINT OF BEGINNING** hereof and containing 0.0373 acres (1,625 Square Feet), more or less.

Surveyed on the ground September 2021 under my supervision. See plat prepared December 2021 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010891847873 (calculated using GEOID12B). Reference drawing: 21-1049.

 12/27/21

J. Dillon Means

Registered Professional Land Surveyor No. 6770



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 49°29'21" W	6.00'	L8	N 40°04'10" E	98.04'
L2	S 40°04'10" W	206.21'	L9	N 49°55'50" W	20.00'
L3	N 47°51'34" W	4.00'	L10	N 40°04'10" E	20.00'
L4	N 40°04'10" E	47.59'	L11	S 49°55'50" E	20.00'
L5	N 49°55'50" W	20.00'	L12	N 40°04'10" E	20.46'
L6	N 40°04'10" E	20.00'	L13	S 49°29'21" E	4.00'
L7	S 49°55'50" E	20.00'	L14	S 47°51'34" E	6.00'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010891847873 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

2,763 SQ. FT. PUBLIC UTILITY EASEMENT (9527/191 OPRBCT)

N/F
BB DEVELOPERS, LLC
CALLED 0.9163 ACRES
(17106/268 OPRBCT)

PORTION OF LOT 26
D.A. SMITH SUBDIVISION
(49/106 DRBCT)

5/8 INCH IRON ROD WITH
YELLOW PLASTIC CAP STAMPED
'KERR 4502' FOUND (CM) AT THE
WEST CORNER OF THE CALLED
0.9163 ACRE TRACT BEARS
N 47°51'34" W 186.94'

LOT 3
TEXAS 707 SUBDIVISION
(PLAT, 2740/227 ORBCT)
N/F
TEXAS 707 CENTER GROUP, LLC
(16304/102 OPRBCT)

LEGEND:

DRBCT = DEED RECORDS OF
BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC
RECORDS OF BRAZOS COUNTY,
TEXAS

123/456 = VOLUME AND PAGE
FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

0.0373 ACRE
(1,625 SQ. FT.)
PORTION OF AN
EXISTING PUBLIC
UTILITY EASEMENT

1/2 INCH IRON ROD WITH
MAROON PLASTIC CAP STAMPED
'RPLS 6132 ATM SURV' FOUND
(CM) AT THE NORTH CORNER OF
THE CALLED 0.9163 ACRE TRACT
BEARS N 49°29'21" W 185.27'

N/F
COLLEGE STATION CHINESE
CHURCH, TEXAS, INC.
CALLED 0.489 ACRE TRACT
(1108/23 ORBCT)

POINT OF
BEGINNING

CITY OF COLLEGE STATION
MONUMENT (S94-122 BEARS
N 18°13'41" E 1,905.70')

EISENHOWER STREET
(50' WIDE RIGHT-OF-WAY,
126/133 DRBCT)

POINT OF
COMMENCEMENT
1/2 INCH IRON ROD WITH
MAROON PLASTIC CAP
STAMPED 'RPLS 6132
ATM SURV' FOUND (CM)

SURVEYOR'S CERTIFICATE:

I, J. DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



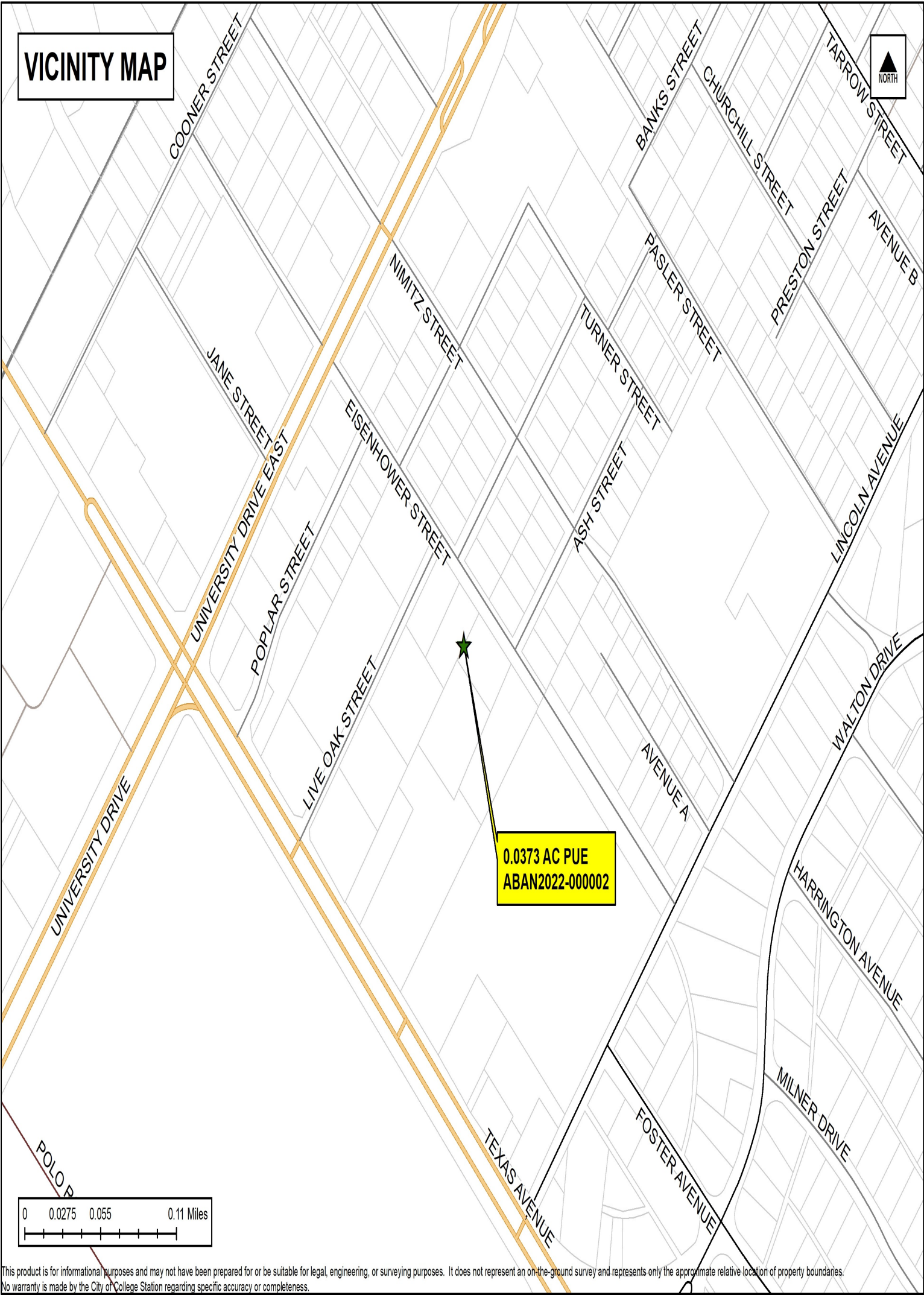
TSPS STANDARD LAND SURVEY PLAT
OF A
0.0373 ACRE PORTION OF AN
EXISTING PUBLIC UTILITY EASEMENT
VOLUME 9527, PAGE 191 OPRBCT
RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS



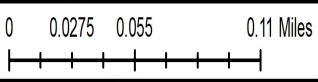
"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 09-28-2021 | PLAT DATE: 12-27-2021
JOB NUMBER: 21-1049 | CAD NAME: 21-1049
POINT FILE: PASLER-GTG (cont); 21-727-ALL (job)
DRAWN BY: WJB CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

VICINITY MAP



0.0373 AC PUE
ABAN2022-000002



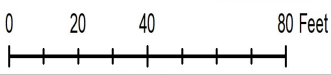
LOCATION MAP



LIVE OAK STREET

EISENHOWER STREET

PORTION OF EASEMENT
TO BE ABANDONED
0.0373 AC



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (**Refer to the Planning and Development Fee Schedule for all applicable fees**)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

0.0373 Ac PUE at Portion of Lot 26, DA Smith

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name RME Consulting Engineers (c/o Rabon Metcalf) E-mail rabon@rmengineer.com
 Street Address PO Box 9253
 City College Station State TX Zip Code 77842
 Phone Number (979) 764-0704 Fax Number n/a

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name BB Developers, LLC (c/o Chris Atkinson) E-mail chris@ppcre.com
 Street Address: 825 South Barrington Avenue
 City Los Angeles State CA Zip Code 90049
 Phone Number (626) 695-2100 Fax Number (626) 628-1719

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.


 Signature and title

12-29-21
 Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name 707 Texas Center Group, LLC E-mail _____

Street Address 18699 Anasazi Bluff Drive

City College Station State TX Zip Code 77845

Reason consent was not obtained: Remaining & adajcent easement are adequate for CSU Electric.

If objecting, points of objection:

Name College Station Chinese Church E-mail _____

Street Address 708 Eisenhower Street

City College Station State TX Zip Code 77840

Reason consent was not obtained: Remaining & adajcent easement are adequate for CSU Electric.

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

N/A

8. That there is no current public need or use for the easement or right-of-way because:

The remaining portion of the PUE, and adjacent existing PUEs, will be adequate to serve CSU electric requirements.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

See response to Comment #8.

10. That all public utilities have access to serve current and future customers because:

See response to Comment #8.

11. Such public right-of-way/easement has been and is being used as follows:

See response to Comment #8.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.


Signature and title

12-29-21
Date

STATE OF TEXAS

COUNTY OF BRAZOS

§
§
§

ACKNOWLEDGEMENT

Subscribed and sworn to before me, a Notary Public, this 31 day of Dec., 2021, 2009 by

Barry BECTLER


Notary Public in and for
the State of Texas



Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in
See attached.

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



**FIELD NOTES DESCRIPTION
OF A
0.0373 ACRE PORTION OF AN
EXISTING PUBLIC UTILITY EASEMENT (9527/191 OPRBCT)
RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.0373 ACRES IN THE RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 2,763 SQUARE FOOT PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 9527, PAGE 191 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.0373 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with maroon plastic cap stamped 'RPLS 6132 ATM SURV' found on the southwest line of Eisenhower Street (50' wide right-of-way, 126/133 DRBCT), at the east corner said public utility easement (PUE), same being the east corner of a called 0.9163 acre tract of land conveyed to BB Developers, LLC in Volume 17106, Page 268 (OPRBCT), from which the City of College Station monument CS94-122 bears N 18° 13' 41" E, a distance of 1,905.70 feet;

THENCE, with the northeast line of said PUE and said 0.9163 acre tract, same being the southwest line of Eisenhower Street, **N 49° 29' 21" W**, for a distance of **6.00 feet** to the **POINT OF BEGINNING** hereof;

THENCE, through said PUE, 6.00 feet from and parallel to the southeast line of said PUE, **S 40° 04' 10" W**, for a distance of **206.21 feet** to the south corner hereof in the southwest line of said PUE and said 0.9163 acre tract, from which a 5/8 inch iron rod found on the northwest line of Lot 3, Texas 707 Subdivision recorded in Volume 2740, Page 227 (ORBCT) at the south corner of said PUE and said 0.9163 acre tract and the east corner of a called 0.98 acre tract of land conveyed to BRE/LQ TX Properties L.P. in Volume 7153, Page 209 (OPRBCT) bears S 47° 51' 34" E, a distance of 6.00 feet;

THENCE, with the southwest line of said PUE and said 0.9163 acre tract, and the northeast line of said 0.98 acre tract, **N 47° 51' 34" W**, for a distance of **4.00 feet** to the most westerly corner of said PUE, from which a 5/8 inch iron rod with yellow plastic cap stamped 'KERR 4502' found on the southeast side of Live Oak Street, at the common west corner of said 0.9163 acre tract and said 0.98 acre tract bears N 47° 51' 34" W, a distance of 186.94 feet;

THENCE, with the northwest line of said PUE, the following nine (9) courses and distances:

- 1) **N 40° 04' 10" E**, a distance of **47.59 feet** to a point;
- 2) **N 49° 55' 50" W**, a distance of **20.00 feet** to a point;
- 3) **N 40° 04' 10" E**, a distance of **20.00 feet** to a point;
- 4) **S 49° 55' 50" E**, a distance of **20.00 feet** to a point;
- 5) **N 40° 04' 10" E**, a distance of **98.04 feet** to a point;

- 6) **N 49° 55' 50" W**, a distance of **20.00 feet** to a point;
- 7) **N 40° 04' 10" E**, a distance of **20.00 feet** to a point;
- 8) **S 49° 55' 50" E**, a distance of **20.00 feet** to a point;
- 9) **N 40° 04' 10" E**, a distance of **20.46 feet** to a point on the southwest right-of-way line of Eisenhower Street and the northeast line of said 0.9163 acre tract, at the north corner of said PUE and the north corner hereof, from which a 1/2 inch iron rod with maroon plastic cap stamped 'RPLS 6132 ATM SURV' found at the north corner of said 0.9163 acre tract bears **N 49° 29' 21" W**, a distance of 185.27 feet;

THENCE, with the northeast line of PUE and said 0.9163 acre tract, same being the southwest line of Eisenhower Street, **S 49° 29' 21" E**, for a distance of **4.00 feet** to the **POINT OF BEGINNING** hereof and containing 0.0373 acres (1,625 Square Feet), more or less.

Surveyed on the ground September 2021 under my supervision. See plat prepared December 2021 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010891847873 (calculated using GEOID12B). Reference drawing: 21-1049.

 12/27/21

J. Dillon Means

Registered Professional Land Surveyor No. 6770



KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 49°29'21" W	6.00'	L8	N 40°04'10" E	98.04'
L2	S 40°04'10" W	206.21'	L9	N 49°55'50" W	20.00'
L3	N 47°51'34" W	4.00'	L10	N 40°04'10" E	20.00'
L4	N 40°04'10" E	47.59'	L11	S 49°55'50" E	20.00'
L5	N 49°55'50" W	20.00'	L12	N 40°04'10" E	20.46'
L6	N 40°04'10" E	20.00'	L13	S 49°29'21" E	4.00'
L7	S 49°55'50" E	20.00'	L14	S 47°51'34" E	6.00'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010891847873 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

N/F
BB DEVELOPERS, LLC
CALLED 0.9163 ACRES
(17106/268 OPRBCT)

PORTION OF LOT 26
D.A. SMITH SUBDIVISION
(49/106 DRBCT)

5/8 INCH IRON ROD WITH
YELLOW PLASTIC CAP STAMPED
'KERR 4502' FOUND (CM) AT THE
WEST CORNER OF THE CALLED
0.9163 ACRE TRACT BEARS
N 47°51'34" W 186.94'

2,763 SQ. FT. PUBLIC UTILITY
EASEMENT (9527/191 OPRBCT)

0.0373 ACRE
(1,625 SQ. FT.)
PORTION OF AN
EXISTING PUBLIC
UTILITY EASEMENT

LOT 3
TEXAS 707 SUBDIVISION
(PLAT, 2740/227 ORBCT)
N/F
TEXAS 707 CENTER GROUP, LLC
(16304/102 OPRBCT)

LEGEND:

DRBCT = DEED RECORDS OF
BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF
BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC
RECORDS OF BRAZOS COUNTY,
TEXAS

123/456 = VOLUME AND PAGE
FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

POINT OF
BEGINNING

CITY OF COLLEGE STATION
MONUMENT (S94-122 BEARS
N 18°13'41" E 1,905.70')

SCALE: 1" = 30'

EISENHOWER STREET
(50' WIDE RIGHT-OF-WAY,
126/133 DRBCT)

POINT OF
COMMENCEMENT
1/2 INCH IRON ROD WITH
MAROON PLASTIC CAP
STAMPED 'RPLS 6132
ATM SURV' FOUND (CM)

N/F
COLLEGE STATION CHINESE
CHURCH, TEXAS, INC.
CALLED 0.489 ACRE TRACT
(1108/23 ORBCT)

SURVEYOR'S CERTIFICATE:

I, J. DILLON MEANS, R.P.L.S. NO. 6770, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

J. DILLON MEANS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6770



TSPS STANDARD LAND SURVEY PLAT
OF A
0.0373 ACRE PORTION OF AN
EXISTING PUBLIC UTILITY EASEMENT
VOLUME 9527, PAGE 191 OPRBCT
RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 09-28-2021 | PLAT DATE: 12-27-2021
JOB NUMBER: 21-1049 | CAD NAME: 21-1049
POINT FILE: PASLER-GTG (cont); 21-727-ALL (job)
DRAWN BY: WJB CHECKED BY: JDM
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Engineer

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: Kevin Moseley

Title: OSP ENG

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By:  _____

Title: Sr. Supervisor - Ops 1/18/2022

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: Greg Burkhalter 
Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: 200 Live Oak

EXHIBIT NO.4

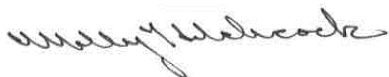
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

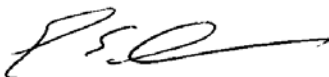
City Engineer
City of College Station

X 

Building Official
City of College Station

X 

Zoning Official
City of College Station

X 

Fire Marshal
City of College Station

X 

Electric Department
City of College Station

X 

Water Services Department
City of College Station

X 

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 0.0373 Ac PUE at Portion of Lot 26, DA Smith

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

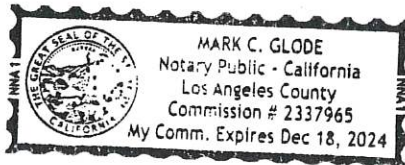
ADDRESS: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 31
day of DECEMBER, 2021, by _____
BARRY BEITLER

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to be "Barry Beitler", written over a horizontal line.

February 24, 2022
Item No. 8.2.
Central Park Change of Use – Public Utility Easement

Sponsor: Anthony Armstrong

Reviewed By CBC: Parks & Recreation Board

Agenda Caption: Public Hearing, presentation, discussion, and possible action on a resolution, authorizing the establishment of a Public Utility Easement (PUE), for development purposes of the Hemaville Subdivision Phase 1, on a section of parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane; plus the City Council determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the Public Utility Easement for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the resolution.

Summary: Approval of this item will establish a 0.195 acre public utility easement (PUE) across the edge of City parkland generally located along the south side of Krenek Tap Road near the intersection of Central Park Lane.

The public utility easement is being proposed along an existing utility corridor and Krenek Tap Road. This will allow for development of the Hemaville Subdivision Phase One Project as well as existing and future utilities. The easement will also provide for future development of Phase Two of the subdivision. A map, survey exhibit, and legal descriptions illustrating the PUE are attached. It is anticipated that the creation of the easement will not have any potential long lasting negative impacts to the parkland, or its operations.

With installation of the wastewater lines, it will require that a few clusters of existing trees be removed. In order to offset this impact to the existing parkland, staff worked with the developer to have twenty (20) four inch (4") caliper trees with associated irrigation be replanted as part of the project. A copy of the proposed landscape and irrigation plan is attached.

Utilization of parkland for the easement is considered a use or taking of protected land in the Texas Parks and Wildlife Code. Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING (a) states:

"A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer determines that:

(1) there is no feasible and prudent alternative to the use or taking of such land; and

(2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking."

Texas Parks and Wildlife Code Chapter 26.002: NOTICE OF HEARING sets out the requirements for notification of the public hearing required in these situations. To be in compliance with this requirement, announcements of today's Public Hearing on this topic were posted in the Bryan/College Station Eagle on January 24th, 31st, February 7th, and 14th, 2022.

Budget & Financial Summary:

Attachments:

1. Resolution
2. Exhibit A - Map and Easement
3. Exhibit B - Landscape and Irrigation Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A PUBLIC UTILITY EASEMENT WITHIN A CERTAIN COLLEGE STATION PARKLAND SECTION.

WHEREAS, the Texas Parks and Wildlife Code Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING et. seq. establishes the requirements for the use or taking of land currently designated and used as a park, recreation area, scientific area, wildlife refuge, or historic site; and

WHEREAS, the City of College Station wishes to allow a development to install wastewater lines and other public utilities, and provide access to public utilities for development purposes of the Hemaville Subdivision Phase 1, on a section of parkland generally located along the edge of the south side of Krenek Tap Road near the intersection of Central Park Lane; and

WHEREAS, in compliance with statutory requirements recited above, notice and a public hearing were held where all interested persons present who were entitled to speak did so speak; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby declared true and correct.
- PART 2 That the City Council of the City of College Station, Texas, hereby determines there is no feasible and prudent alternative to the use of the 0.195 acre College Station parkland section generally located along the edge of the south side of Krenek Tap Road near the intersection of Central Park Lane for the installation of wastewater lines and access to public utilities as set forth in **Exhibit “A”** attached hereto.
- PART 3: That the City Council of the City of College Station, Texas, hereby determines that the use of the parkland as described in this resolution includes all reasonable planning to minimize harm to the parkland, including the installation of landscaping and irrigation to offset the impact, as set forth in **Exhibit “B”** attached hereto.
- PART 4: That, based upon the above, the City Council of the City of College Station, Texas, hereby approves the use of a portion of the said 0.195 acre tract for the establishment of a Public Utility Easement as set forth herein.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2022.

ATTEST:

APPROVED:

City Secretary

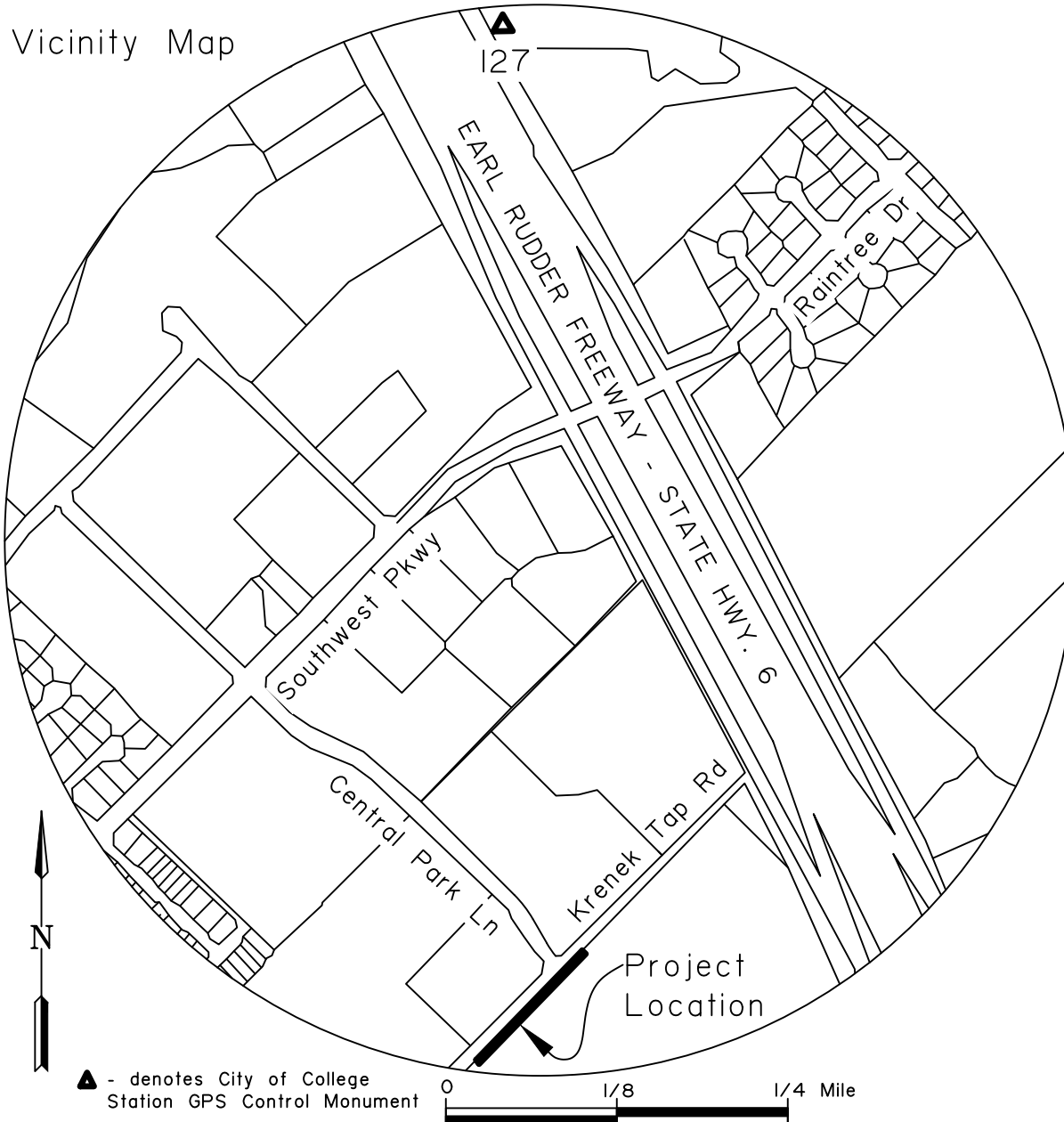
MAYOR

APPROVED:

City Attorney

Exhibit A

Vicinity Map



CITY OF COLLEGE STATION
Public Works Department

PROPOSED 15' WIDE
EASEMENT PARCEL

**City of College Station
Central Park**

SURVEY DATE: JULY 2021

RECOMMENDED FOR ACQUISITION

Project manager - City _____ Date _____

Project manager - Design Firm _____ Date _____

APPROVAL

Director of Public Works _____ Date _____

▲ - denotes City of College
Station GPS Control Monument

Bearings are State Plane, Central
Zone NAD83(CORS) datum, based on
City of CS GPS control monuments
no. 127 and no. 129 (S 19°52'51" E).

127 - N 30°37'21.21027" / W 96°17'48.79518"
129 - N 30°36'07.40634" / W 96°17'21.40014"



**STRONG
SURVEYING**
Firm No. 10093500 email: curtis@strongsurveying.com

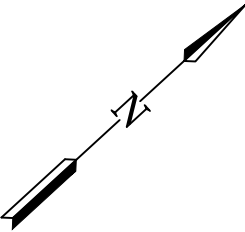
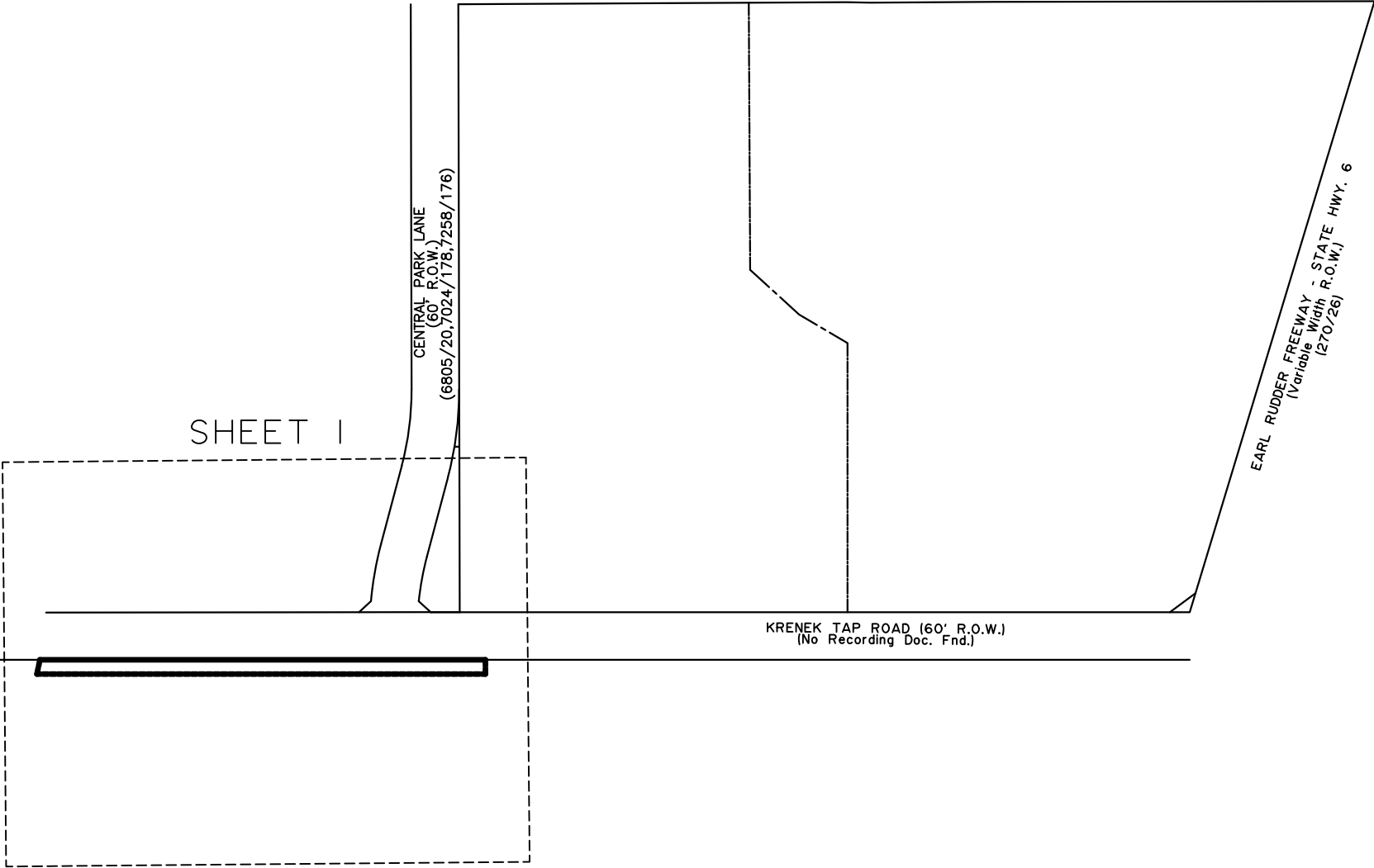
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096



Exhibit A

INDEX OF SHEETS

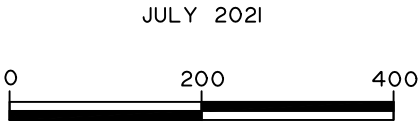
SHEET NO.	DESCRIPTION
Sheet I	City of College Station





STRONG
SURVEYING
Firm No. 10093500 email: curtis@strongsurveying.com

1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096



INDEX SHEET
Proposed 15' Wide Easement Parcel
City of College Station - Central Park
College Station, Texas

Exhibit A

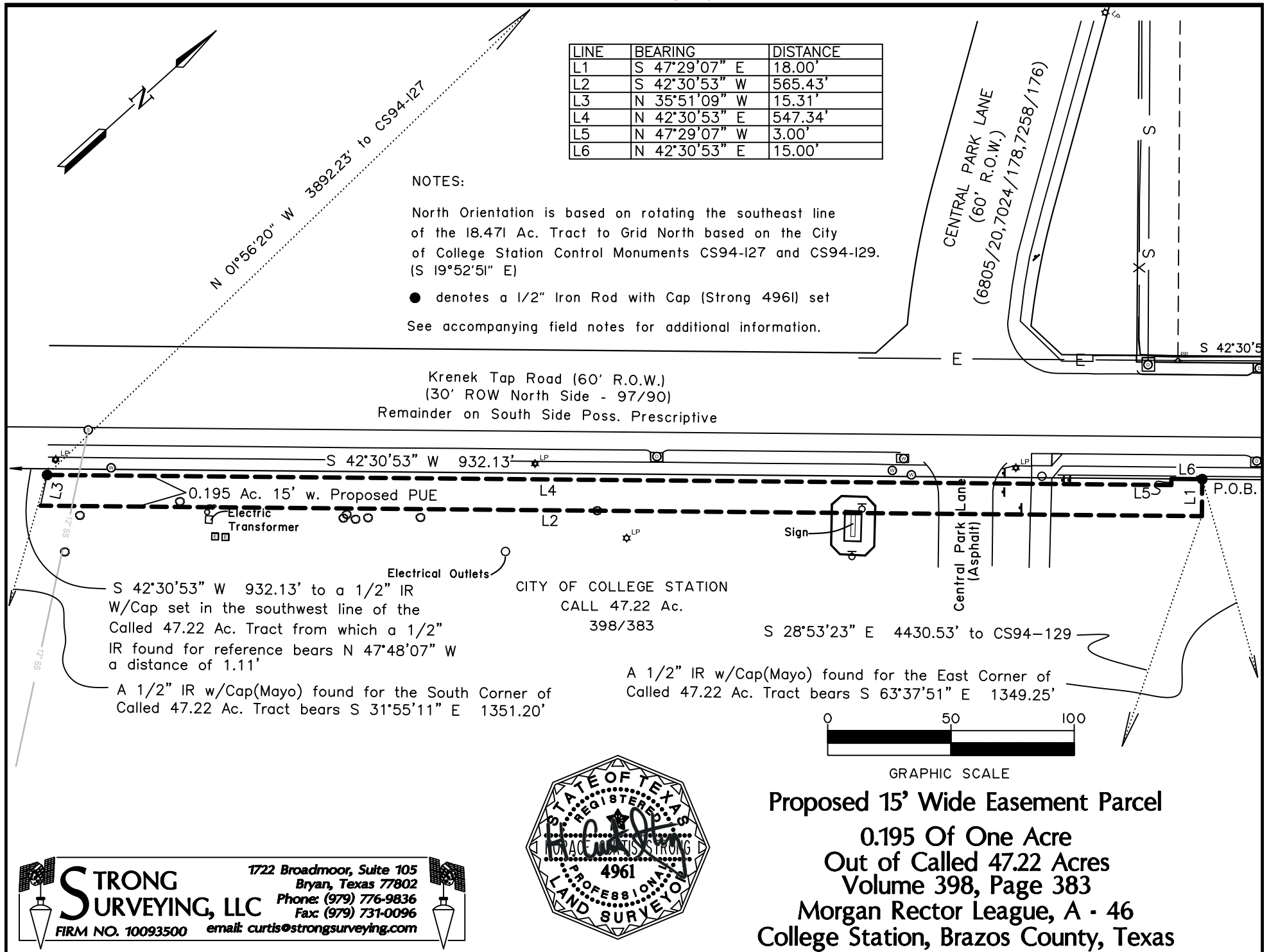
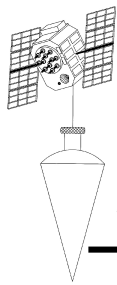
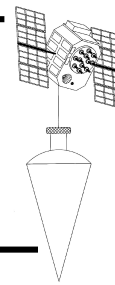


Exhibit A



STRONG
SURVEYING, LLC
FIRM NO. 10093500

1722 Broadmoor Ste. 105
Bryan, Texas 77802
Phone: (979) 776 – 9836
Fax: (979) 731 – 0096
Email: curtis@strongsurveying.com



Proposed 15' Wide Easement Parcel
0.195 of One Acre
Out of a Called 47.22 Acre Tract
Volume 398, Page 383
Morgan Rector League, A – 46
College Station, Brazos County, Texas
February 1, 2022

All that certain lot, tract or parcel of land being 0.195 of one acre situated in the MORGAN RECTOR LEAGUE, Abstract No. 46, Brazos County, Texas and being a part of that certain Called 47.22 acre tract as described in deed from Benjamin J. Lednicky, Jr. et al to The City of College Station, Texas of record in Volume 398, Page 383, Deed Records of Brazos County, Texas, said 0.195 of one acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" Iron Rod with Cap set in the southeast right-of-way line of Krenek Tap Road as described in Volume 97, Page 90 for the north 30' and being possible prescriptive for the remainder of said right-of-way for the most northerly corner, a 1/2" Iron Rod with Cap set at the intersection of the southwest line of said Called 47.22 Acre Tract and the southeast right-of-way line of said Krenek Tap Road bears S 42 ° 30 ' 53 " W a distance of 932.13 feet from which a 1/2" Iron Rod found for reference bears N 47 ° 48 ' 07 " W a distance of 1.11 feet, a 1/2" Iron Rod with Cap (Mayo) found for the east corner of said 47.22 Acre Tract bears S 63 ° 37 ' 51 " E a distance of 1349.25 feet;

THENCE S 47 ° 29 ' 07 " E a distance of 18.00 feet to a point for the most easterly corner;

THENCE S 42 ° 30 ' 53 " W a distance of 565.43 feet to a point for the most southerly corner;

THENCE N 35 ° 51 ' 09 " W a distance of 15.31 feet to a 1/2" Iron Rod with Cap set for the most westerly corner, a 1/2" Iron Rod with Cap (Mayo) found for the most southerly corner of said Called 47.22 Acre Tract bears S 31 ° 55 ' 11 " E a distance of 1351.20 feet;

THENCE N 42 ° 30 ' 53 " E along a line being 3 feet from and parallel to the southeast right-of-way line of said Krenek Tap Road a distance of 547.34 feet to a point for angle point;

THENCE N 47 ° 29 ' 07 " W a distance of 3.00 feet to a point on the southeast right-of-way line of said Krenek Tap Road for angle point;

THENCE N 42 ° 30 ' 53 " E along the southeast right-of-way of said Krenek Tap Road a distance of 15.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.195 OF ONE ACRE OF LAND MORE OR LESS. North Orientation based on rotating to City of College Station Monuments CS94-127 and CS94-129. Surveyed on the ground under my supervision on July 14, 2021.



Plotted By:Stella Heidman Sheet Set:Kha Layout:IR1.01 February 01, 2022 02:35:51pm L:\Documents\2022\Jobs\22052\90% CDs dated 2.1.22_Gulf Coast Regional Blood Bank Imp\Irrigation Plans.dwg

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and attestation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Irrigation in Texas is regulated by the Texas Commission of Environmental Quality (TCEQ), MC-75, P.O. Box 13867, Austin, Texas 78713-3867.
TCEQ Website: www.tceq.texas.gov

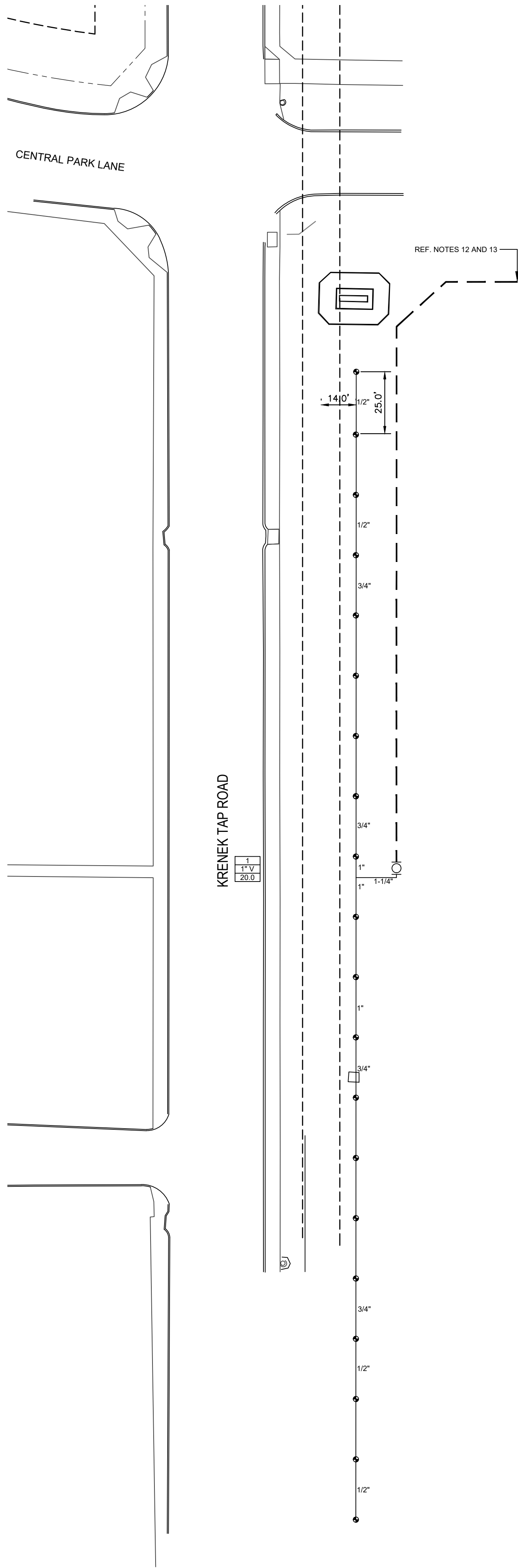


Exhibit B

SETH HEIDMAN
IRRIGATION DESIGN & CONSULTING, LLC
6009 W. Parker Rd., #140-221, Plano, Texas 75093 Tel: 972.616.5141

NORTH

GRAPHIC SCALE IN FEET

0 15 30 60

No.	REVISIONS	DATE	BY

Kimley-Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-928
2800 SOUTH TEXAS AVENUE, SUITE 201
IRVING, TEXAS 75039 FAX: 979-775-9599
PHONE: 979-775-9595 WWW.KIMLEY-HORN.COM

02/03/2022

KHA PROJECT	064570400
DATE	FEBRUARY 3, 2022
SCALE	AS SHOWN
DESIGNED BY	SAH
DRAWN BY	SAH
CHECKED BY	SAH

OFFSITE IMPROVEMENTS IRRIGATION PLAN

GULF COAST REGIONAL BLOOD CENTER - B/C/S
PREPARED FOR
GULF COAST REGIONAL BLOOD CENTER
HOUSTON, TEXAS

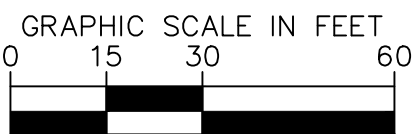
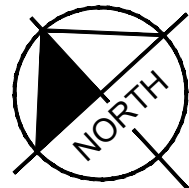
SHEET NUMBER
IR1.01

CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization of the author is prohibited.

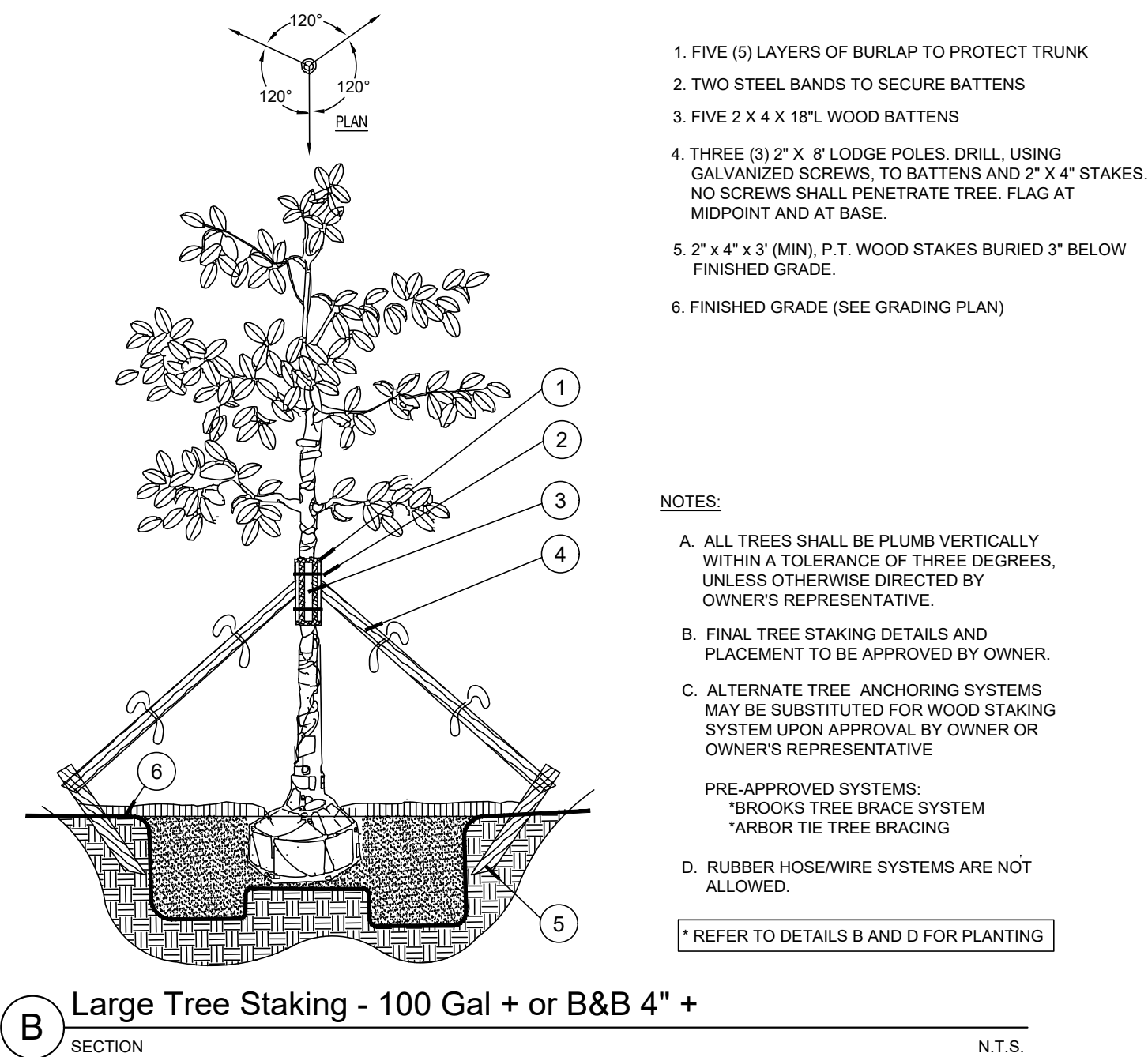
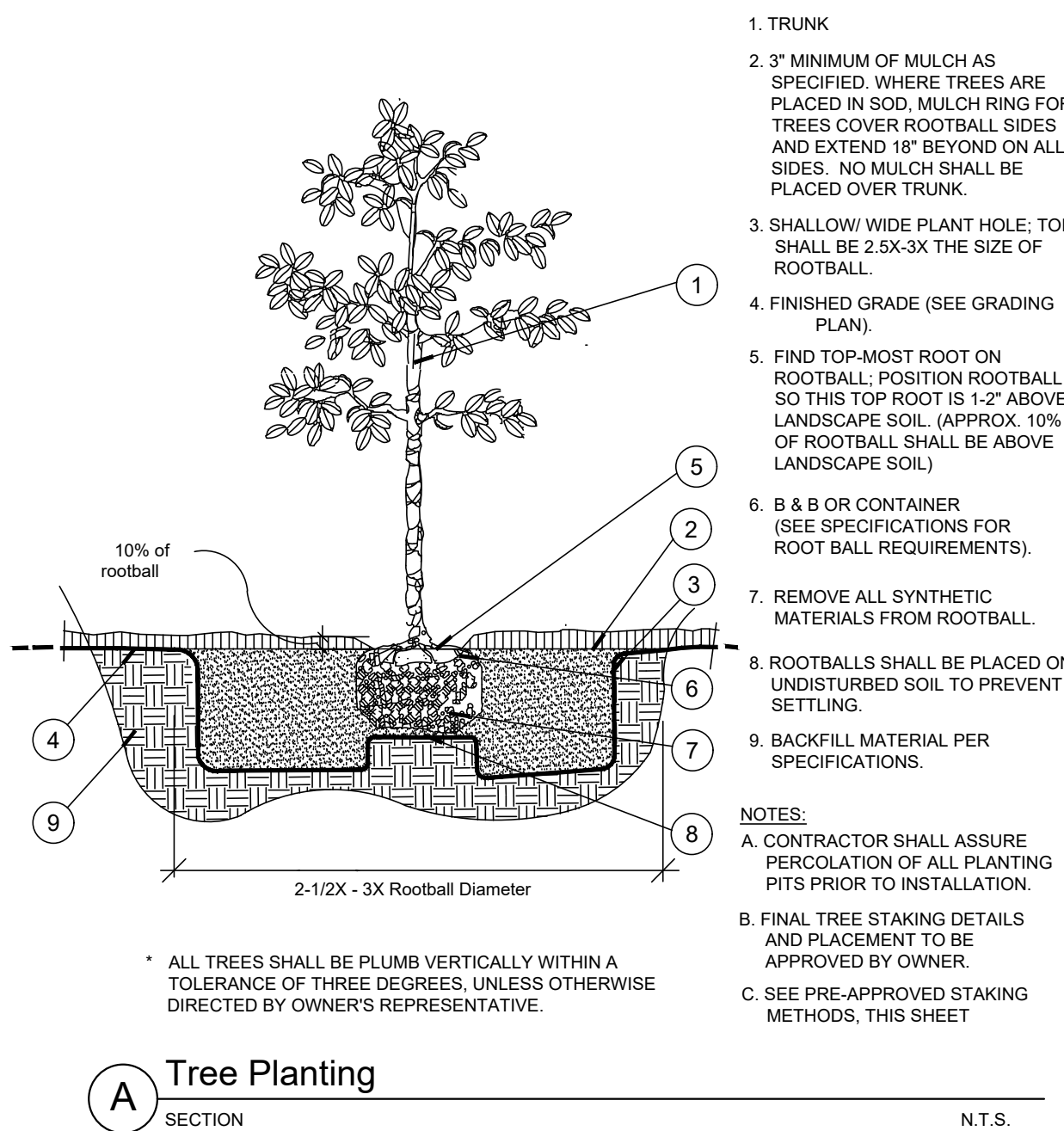
Exhibit B



PLANT SCHEDULE OFFSITE IMPROVEMENTS

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	REMARKS
	Qv2	20	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4" CAL.	10'-12' H X 4'-6' W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING

NOTE: IRRIGATION SYSTEM TO BE PROVIDED TO SERVICE ALL NEW PLANTINGS. THE SYSTEM WILL BE DESIGNED BY A CERTIFIED INSTALLER BEFORE A CERTIFICATE OF OCCUPANCY WILL BE ISSUED.



Know what's **below**.
Call before you dig.

CAUTION!

EXISTING UNDERGROUND UTILITIES IN THE AREA
CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE
HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE
RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE
TO DAMAGE INCURRED DURING CONSTRUCTION.
CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY
DISCREPANCIES ON THE PLANS.

[illegible]

Kimley»»Horn



12/14/202

KHA PROJECT	DATE
064570400	DECEMBER 2021
SCALE	AS SHOWN
DESIGNED BY	ECB
DRAWN BY	ECB
CHECKED BY	SEM

OFFSITE IMPROVEMENTS LANDSCAPE PLAN

**GULF COAST REGIONAL
BLOOD CENTER - B/CS
PREPARED FOR
GULF COAST REGIONAL
BLOOD CENTER
HOUSTON, TEXAS**

SHEET NUMBER
L1.01

February 24, 2022

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Bond Citizens Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, College Station History Committee, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None